

"To enrich lives through effective and caring service"



ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

#24 JULY 6, 2010

SACHI A. HAMAI

EXECUTIVE OFFICER

Kerry Silverstrom Chief Deputy

July 06, 2010

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF CONTRACT WITH DIAMOND CONTRACT SERVICES, INC. FOR JANITORIAL SERVICES AT PUBLIC AND ADMINISTRATIVE FACILITIES IN MARINA DEL REY, REDONDO BEACH AND AT THE DOCKWEILER YOUTH CENTER (SUPERVISORIAL DISTRICT 4)

(3 VOTES)

#### **SUBJECT**

This action is to award a contract with Diamond Contract Services, Inc. to provide janitorial services at public and administrative facilities in Marina del Rey, Redondo Beach and at the Dockweiler Youth Center.

#### IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Find that janitorial services can be performed more economically by Diamond Contract Services, Inc. than County employees.
- 2. Approve award of and instruct the Chair of the Los Angeles County Board of Supervisors to sign a three-year contract, with two one-year extension options and an additional six month-to-month extensions, with Diamond Contract Services, Inc. for janitorial services at public and administrative facilities in Marina del Rey, Redondo Beach and at the Dockweiler Youth Center to commence on August 1, 2010, at an annual cost not to exceed \$197,510.
- 3. Authorize the Director of Beaches and Harbors to exercise the two contract renewal options and, if needed, the six month-to-month extensions for this contract, if, in his opinion, Diamond Contract Services, Inc. has successfully performed the services during the previous contract period and the services are still required.

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4. Authorize the Director of Beaches and Harbors to increase the contract amount for this contract by up to 10% in any year of the contract or any option period for any additional or unforeseen services within the scope of this contract.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the contract (Attachment I) will enable the Department of Beaches and Harbors (Department) to continue to obtain economical janitorial services from a responsive and responsible contractor at designated County-owned/operated public and administrative facilities. The contract calls for cleaning the facilities and public restrooms seven days a week at Chace Park and the Visitor Center in Marina del Rey and at the recently opened Dockweiler Youth Center. Good maintenance ensures visitors' enjoyment of these heavily-used facilities. In addition, the Department's Administrative Building will be cleaned five days a week and the Redondo Beach Warehouse will be cleaned one day a week.

These services at Department-operated buildings have been contracted out for many years. Approval of this contract will enable the Department to continue using the services of private contractors.

#### **Implementation of Strategic Plan Goals**

The janitorial services provided by Diamond Contract Services, Inc. will promote and further the Board approved Strategic Plan Goals of Operational Effectiveness (Goal 1), by using contracted services at a lower cost, and Community and Municipal Services (Goal 3), by enabling the Department to facilitate public access to well maintained recreational County facilities in Marina del Rey and at Dockweiler Beach.

#### FISCAL IMPACT/FINANCING

The total compensation for janitorial services shall not exceed \$197,510 in any contract year. Should the need arise due to public events or other unscheduled additional tasks, the contract provides for additional janitorial services at the rate of \$22.00 per employee hour. In the event such additional costs are incurred, the Department's Director may, by written notice to the contractor, increase the maximum annual compensation by up to 10% (\$19,751) in any contract year or optional extension period. This contract does not include any cost of living adjustments during the term of the contract.

#### Operating Budget Impact

There is sufficient appropriation in both the Marina del Rey and Beach budget units of the Department's Fiscal Year 2009-10 Adopted Budget to fund the cost of the contract and any additional costs due to unscheduled additional tasks.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Department is requesting award of the contract to Diamond Contract Services, Inc., which was determined to be the most responsive and responsible proposer. The contract term is three years, with two one-year extension options and, if needed, six month-to-month extensions that may be exercised at the discretion of the Department's Director. The contract services will commence on August 1, 2010.

No layoffs or reductions in County workforce or other adverse impacts on employee relations will result from the contract award as the work is presently contracted out.

The Department has evaluated and determined that the contractor fully complies with the requirements of the Living Wage Program (County Code Chapter 2.201) and has agreed to pay all employees providing these County services a living wage.

In addition, the contract award fully complies with the mandatory Proposition A requirements contained in County Code Section 2.121.380 for the following reasons:

- •The Department, using a methodology approved by the Auditor-Controller, has calculated the costeffectiveness of contracting for these services and has determined that these services continue to be more economically performed by an independent contractor than by County employees. The annual savings from using Diamond Contract Services, Inc. rather than County staff is estimated to be approximately \$74,697 as detailed in Attachment II.
- •Award of the contract will not impair the County's ability to respond to emergencies.
- •No confidential information is involved in the performance of the contract. Award of the contract will not result in the unauthorized disclosure of confidential information.
- •Alternative services are available in the event of a default by the contractor; therefore, services will not be interrupted.
- •Award of the contract will not infringe upon the proper role of the County in its relationship to its citizens.

The contract contains, and the contractor has agreed to, the County's standard provisions, including consideration of hiring GAIN/GROW participants, the Jury Service Program and Safely Surrendered Baby Law. Diamond Contract Services, Inc. is in compliance with all Board, Chief Executive Office and County Counsel requirements. The contract has been approved as to form by County Counsel.

#### **ENVIRONMENTAL DOCUMENTATION**

The proposed action is not subject to the California Environmental Quality Act (CEQA), as it does not meet the definition of a "Project" under CEQA Section 15378.

#### **CONTRACTING PROCESS**

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On September 15, 2009, the Department issued a Request for Proposals (RFP) seeking qualified vendors to provide janitorial services. The RFP was advertised in the Eastside Sun, Lynwood Journal, Daily Breeze, Culver City News, Los Angeles Daily News, Compton Bulletin, Santa Monica Daily Press and the L.A. Watts Times. The opportunity was also advertised on the "Doing Business with the County" Internet site, as well as on the Department's Internet site. The RFP was available for download from both of these websites. Twenty-five notices inviting proposals were forwarded to firms from our vendor listing and pursuant to requests received through our advertising efforts.

Seventeen vendors attended the mandatory proposer's conference held on September 29, 2009, with five janitorial services firms submitting proposals. Of the five proposals submitted, three proposals met the RFP's minimum requirements and were evaluated. Two proposers, Lee and Lee Janitorial and CPMC/Project Cleanup, were disqualified for failing to respond to the required Living Wage Compliance Section of the RFP. A three-person evaluation committee comprised of staff members from the Department evaluated the three proposals based on a weighted evaluation of: (1) price, 30%; (2) approach to contract requirements, 20%; (3) experience and organizational resources, 20%; (4) Living Wage Compliance, 20%; and (5) references, 10%.

An addendum to the RFP was issued to the proposers to reduce the number of facilities required for cleaning and requested proposers to resubmit their pricing based on this change. Each of the three proposers evaluated responded to the addendum.

The evaluation committee determined that Diamond Contract Services, Inc. was the most responsive and responsible proposer, ranking its proposal the highest of the proposers evaluated.

Pursuant to the Living Wage Ordinance requirements, a request for information regarding labor violations was sent to the State of California Division of Labor Standards Enforcement to review and assess any history of labor law violations. In the last three years, the recommended contractor had eight claims, of which one is pending, resulting in an average payment of \$1,051.11 for each claimant. The County Labor Law Assessment Team (Assessment Team) reviewed these findings and determined that the reported violations did not show a pattern by the contractor to intentionally violate state labor laws and that, based on the number of employees employed by the recommended contractor and the payout of the violations, the violations did not appear significant. The Assessment Team recommended a one percent deduction from the contractor's evaluation score. After being assessed the one percent deduction, Diamond Contract Services, Inc. was found to be the highest rated, responsible and responsive proposer.

The lowest priced proposer, Reliable Building Maintenance, presented a cost proposal that was lower than Diamond Contract Services, Inc.'s cost proposal by \$56,509; however, it ranked third in the overall ranking and scored last in all categories except price. The second lowest priced proposer, PJ Cephas, presented a cost proposal that was \$23,122 lower than Diamond Contract Services, Inc.'s, but received the lowest scores in the Living Wage Compliance category. The Department's negotiation team met with representatives from Diamond Contract Services, Inc. to negotiate a cost proposal closer to the second rated proposer, Cephas, but the proposed contractor was unable to further reduce its price and affirmed that its cost proposal was the lowest it could offer to remain in compliance with the scope of work.

The committee determined that Diamond Contract Services, Inc. has the ability, experience and resources necessary to provide janitorial services in accordance with the Statement of Work outlined in the RFP. Diamond Contract Services, Inc. has the organizational depth and knowledge to

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provide these services as provided in its proposal.

The local Small Business Enterprise Program's (SBE) provisions were included in the RFP. Proposers who claimed SBE certification were verified by the Department and awarded the 5% preference in the proposal price in accordance with Los Angeles County Code Chapter 2.204.

On final analysis and consideration of this contract award, Diamond Contract Services, Inc. was selected without regard to gender, race, creed or color.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of this contract will not result in the displacement of any County employees, as these services are currently being contracted out.

There will be no impact on other County services or projects.

#### **CONCLUSION**

Authorize the Executive Officer of the Board to send four approved copies of this letter, as well as four executed copies of the contract, to the Department of Beaches and Harbors.

Respectfully submitted,

SANTOS H. KREIMANN

Director

SHK:SDP:nat

**Enclosures** 

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Office of Affirmative Action Compliance



#### CONTRACT

BY AND BETWEEN

**COUNTY OF LOS ANGELES** 

AND

DIAMOND CONTRACT SERVICES, INC.

**FOR** 

**JANITORIAL SERVICES** 

## LOS ANGELES COUNTY OF BEACHES AND HARBORS CONTRACT FOR JANITORIAL SERVICES

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### LOS ANGELES COUNTY OF BEACHES AND HARBORS CONTRACT FOR JANITORIAL SERVICES

#### PART ONE - GENERAL CONDITIONS

#### 1.0 GENERAL CONDITIONS

#### 1.1 INTRODUCTION

#### 1.1.1 Parties

This Contract is entered into by and between the County of Los Angeles (the "County") and <u>Diamond Contract Services</u>, <u>Inc.</u>, (the "Contractor").

#### 1.1.2 Recitals

The Contract is intended to integrate within one document the terms for the Janitorial Services to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, Form P-1 (Offer to Perform) and Form P-3 (Proposers Work Plan) are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-3, P-4, P-5, P-6, P-7 and P-8, P-9, P-10, P-11, P-12, and P-14 and P-15 submitted with the Contractor's Proposal.

#### 1.1.3. Effective Date

The effective date of this Contract shall be August 1, 2010.

#### 1.1.4 Contract Provisions

The Contract is comprised of this Part 1 (General Conditions), Part 2 (Standard Contract Terms and Conditions), Part 3 (Unique Terms and Conditions), Exhibits and Forms, all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Request for Proposals (RFP), the Exhibits or the Proposal, such language shall be deemed incorporated in the Contract; the language of such other part of the Contract shall prevail.

#### 1.1.5 Work to be Performed

Contractor shall perform the work set forth in Attachment B, Statement of Work and Form P-3. Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time all tasks, deliverables, services and other work as set forth herein. If the Contractor provides any tasks, deliverables, goods, services or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

#### 1.1.6 Rescission

The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 2.49 a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

#### 1.1.7 Supplemental Documents

Prior to commencing services under the Contract, the selected Proposer shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 2.23.

#### 1.2 INTERPRETATION OF CONTRACT

#### 1.2.1 Headings

The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

#### 1.3 CONTRACT TERM

#### 1.3.1 Initial Term

The initial Contract term shall be three years commencing August 1, 2010, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

#### 1.3.2 Two One-Year/Month-to-Month Extension Options

If the Director determines that it is in the interest of the County to do so, he may grant up to two one-year extensions of the Contract term. The Director may exercise the first option by notifying the Contractor in writing before the Contract expiration date. The Director may exercise the second option by notifying the Contractor in writing before the expiration of the first optional Contract Year. Additionally, the Director may extend the final Contract term on a month-to-month basis for up to six (6) months, at his/her sole discretion.

#### 1.3.3 Extension to Complete Emergent/As-Needed Services

The Director may extend the Contract term or any optional Contract Year on a month-to-month basis subject to the Contract's terms and conditions, but only to allow the Contractor to complete emergent/as-needed services approved before the expiration of the Contract term or optional Contract Year. Such extensions are further subject to the availability of funds in the Department's budget. Up to 12 such one-month extensions may be granted, which shall be effective only if executed in writing by the Director or Chief Deputy. Contractor shall not perform any emergent or as-needed work after the expiration of the contract without an approved written extension.

### 1.3.4 Contractor to Notify County When It Is within 6 Months from Expiration of Term

The Contractor shall notify the Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the Department.

#### 1.3.5 Survival of Obligations

Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

#### 1.4 COMPENSATION

#### 1.4.1 Contract Sum

The net amount the County shall expend from its own funds during any Contract year for Janitorial Services shall not exceed the amount stipulated. The County may at its discretion expend any portion, all or none of the stipulated amount. However, aggregate annual payments for Janitorial Services may exceed the stipulated amount to the extent that a lessee or other third party is obligated to reimburse the County for its Janitorial Services.

#### 1.4.2 Maximum Annual Compensation for Specified Work

The annual price stated on Form P-1 shall be the maximum compensation payable by the County for the required work in each Contract year of the Contract term. No additional compensation shall be included on account of pricing changes, market changes, cost of living changes, increased labor costs or inflation.

#### 1.4.3 Increase of Contract Sum by Director

Notwithstanding Section 1.4.1, the Director may, by written notice to the Contractor(s), increase the stipulated amount, which is not subject to reimbursement from lessees or other third parties by up to 10 percent in any year of the Contract or any extension period, subject to the availability of funds in the Department's budget. Such increases shall not be cumulative. In each Contract Year following such an increase, the Contract Sum shall return to the amount stated in Section 1.4.1 unless it is again expressly increased by the Director pursuant to this Section 1.4.2.

#### 1.4.4 Additional Work

The Contractor shall be compensated for additional work authorized in writing by the Director at the hourly rates quoted on Form P-1 of the proposal. Such additional work shall be subject to Sections 1.42 and 2.46. Special events, emergencies and special or unscheduled service shall be considered additional work subject to this Section. However, no payment for additional work shall be made where the Contractor has adjusted regular employee schedules to cover additional work or where additional

work results from the Contractor's inadequate performance of scheduled duties.

### 1.4.5 Compensation Payable Only Under Completion of Items/Description of Work at Quoted Hourly Rates

Notwithstanding any other provisions of the Contract, no compensation shall be paid unless and until the Contractor has performed work for the Department in accordance with the terms of the Statement of Work issued under the Contract and executed by the Director or the Chief Deputy. Compensation for all work shall be at Contractor's hourly rate(s) of pay as quoted on Form P-1, and shall be subject to Sections 1.4.1 and 2.46.

#### 1.4.6 No Increase in Hourly Rate(s) of Compensation

Notwithstanding any increase in the Contractor's salary costs or other overhead, no increase in the hourly rate(s) of compensation quoted in Form P-1 shall be given during the term of the Contract or any extension period.

### 1.4.7 Contractor to Notify County when it has Received 75% of Total Contract Amount

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department.

### 1.4.8 No Payment for Services Provided Following Expiration/Termination of Contract

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Should the Contractor receive any such payment it shall Contract. immediately notify County and shall immediately repay all such funds to County. Payment to County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. provision shall survive the expiration or other termination of this Contract.

#### 1.5 INVOICES AND PAYMENTS

#### 1.5.1 Contractor's Invoice Procedures

The Contractor shall submit an invoice to the Department on or before the fifteenth day of each month for compensation earned during the preceding calendar month. The Contractor shall submit two copies of each invoice and shall submit a separate invoice for each Work Order on which it claims payments. Invoices shall identify the Contractor number, total hours bid, if applicable, and the name of the Work Order or project. Invoices for services billed on an hourly basis shall itemize dates and hours of work.

Upon the Department's receipt and the CA's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by the Contract. Such setoffs and deductions include, but are not limited to, the cost of replacement services.

The County may withhold from payment any amount assessed by the CA which is authorized as a setoff, withholding by the terms and conditions of the Contract, including but not limited to liquidated damages pursuant to Section 2.42. Termination for Default.

#### 1.5.2 Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the Department's Facilities and Maintenance Division prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

#### 1.5.3 Prop A – Living Wage Program

No invoice will be approved for payment unless the following is included:

- Payroll Statement of Compliance (Exhibit 14)
- Payroll Reporting Form (Exhibit 16)

#### 1.5.4 Local Small Business Enterprises – Prompt Payment Program

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

#### 1.6 ADMINISTRATION OF CONTRACT - CONTRACTOR

#### 1.6.1 Contractor's Contract Representative

The Contractor's Contract Representative is designated in Form P-14 - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Contract Representative.

The Contractor's Contract Representative shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Contract Administrator on a regular basis.

#### 1.6.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Contract Representative.

#### 1.6.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

#### 1.6.4 Background and Security Investigations

Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

Disqualification of any member of Contractor's staff pursuant to this Paragraph 1.6.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

#### 1.6.5 Confidentiality

Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 1.6.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 1.6.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a

full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

### LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS CONTRACT FOR JANITORIAL SERVICES

#### PART TWO - STANDARD CONTRACT TERMS AND CONDITIONS

#### 2.0 STANDARD TERMS AND CONDITIONS

#### 2.1 AMENDMENTS

- 2.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Board of Supervisors.
- 2.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of the Department.
- 2.1.3 The Director of the Department or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 1.3, Contract Term. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of the Department.

#### 2.2 ASSIGNMENT AND DELEGATION

2.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties.

Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

- 2.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 2.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

#### 2.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

#### 2.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to

the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

#### 2.5 COMPLIANCE WITH APPLICABLE LAW

- 2.5.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- Contractor shall indemnify, defend, and hold harmless County, its officers, 2.5.2 employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 2.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own

counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

#### 2.6 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with *Form P-6 – Contractor's EEO Certification*.

#### 2.7 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

#### 2.7.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit 11* and incorporated by reference into and made a part of this Contract.

#### 2.7.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the

- Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- 2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number Full-time employees providing short-term, of hours as full-time. temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
  - 3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service

- Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
- 4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

#### 2.8 CONFLICT OF INTEREST

- 2.8.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 2.8.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be a material breach of this Contract.

### 2.9 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

#### 2.10 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

#### 2.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT

#### 2.11.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

#### 2.11.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed

five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

#### 2.11.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

#### 2.11.4 Contractor Hearing Board

- If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented

- to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify.

deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### 2.11.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

## 2.12 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at <a href="https://www.babysafela.org">www.babysafela.org</a>.

### 2.13 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 2.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 2.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage

and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

## 2.14 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance with Los Angeles County Code Chapter 2.206.

#### 2.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

#### 2.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

2.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

2.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

#### 2.17 EMPLOYMENT ELIGIBILITY VERIFICATION

- 2.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 2.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

#### 2.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 1.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

#### 2.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

#### 2.20 FORCE MAJEURE

- 2.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").
- 2.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 2.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such

force majeure event.

#### 2.21 GOVERNING LAW, JURISDICTION AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

#### 2.22 INDEPENDENT CONTRACTOR STATUS

- 2.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 2.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 2.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

#### 2.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

#### 2.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 2.24 and 2.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract.

The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

#### 2.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The

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Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Beaches and Harbors, Contracts Section
13837 Fiji Way, Marina Del Rey, CA 90292
Attention: Nicolette Taylor, Contracts Analyst

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

#### 2.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's

General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### 2.24.3 Cancellation of Insurance

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

#### 2.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

#### 2.24.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

#### 2.24.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

#### 2.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### 2.24.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

#### 2.24.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### 2.24.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

#### 2.24.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### 2.24.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### 2.24.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

#### 2.24.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

#### 2.25 INSURANCE COVERAGE

**2.25.1 Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million
Products/Completed Operations Aggregate: \$1 million
Personal and Advertising Injury: \$1 million
Each Occurrence: \$1 million

2.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's

use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

2.25.3 Workers Compensation and Employers' Liability insurance or qualified statutory requirements, self-insurance satisfying which Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

#### 2.25.4 Crime Coverage

A Fidelity Bond or Crime Insurance Policy with limits of not less than \$100,000 per occurrence. Such coverage shall protect against all loss of money, securities or other valuable property entrusted by County to Contractor, and apply to all of Contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

#### 2.26 LIQUIDATED DAMAGES

2.26.1 If, in the judgment of the Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for

- work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.
- 2.26.2 If the Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Attachment C, Statement of Work Exhibits, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 2.26.3 The action noted in sub-paragraph 2.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

2.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 2.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

#### 2.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

#### 2.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 2.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- **2.28.2** The Contractor shall certify to, and comply with, the provisions of Form P-6, Contractor's EEO Certification.
- 2.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 2.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion,

- ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 2.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 2.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 2.28 when so requested by the County.
- 2.28.7 If the County finds that any provisions of this sub-paragraph 2.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 2.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

#### 2.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the Department

from acquiring similar, equal or like goods and/or services from other entities or sources.

#### 2.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

#### 2.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the Contract Administrator any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Contract Administrator is not able to resolve the dispute, the Director or his/her designee shall resolve it.

### 2.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No.1015.

### 2.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit* 13 of this Contract and is also available on the Internet at <a href="https://www.babysafela.org">www.babysafela.org</a> for printing purposes.

#### 2.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Form P-14, Contractor's Administration*. Notices addressed to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

#### 2.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

#### 2.36 PUBLIC RECORDS ACT

2.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 2.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event

the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

#### 2.37 PUBLICITY

- 2.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:
  - The Contractor shall develop all publicity material in a professional manner; and
  - During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Contractor Administrator. The County shall not unreasonably withhold written consent.
- 2.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 2.37 shall apply.

#### 2.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives,

shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 2.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 2.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 2.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 2.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If

such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

2.38.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, signin/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County,

provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

#### 2.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

#### 2.40 SUBCONTRACTING

- 2.40.1 The requirements of this Contract may not be subcontracted by the Contractor without the advance written approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- **2.40.2** If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
  - A description of the work to be performed by the Subcontractor;
  - A draft copy of the proposed subcontract; and
  - Other pertinent information and/or certifications requested by the County.
- 2.40.3 The Contractor shall indemnify, defend and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 2.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 2.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including

- Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 2.40.6 The Department's Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 2.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 2.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Los Angeles County Department of Beaches and Harbors Administrative Services Division / Contracts Section 13837 Fiji Way

Marina del Rey, California 90292

before any Subcontractor employee may perform any work hereunder.

### 2.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 2.13 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 2.44 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

# 2.42 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 2.14 "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

#### 2.43 TERMINATION FOR CONVENIENCE

- 2.43.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- **2.43.2** After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
  - Stop work under this Contract on the date and to the extent specified in such notice, and
  - Complete performance of such part of the work as shall not have been terminated by such notice.
- 2.43.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 2.38, Record Retention & Inspection/Audit Settlement.

#### 2.44 TERMINATION FOR DEFAULT

- **2.44.1** The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of the Department's Director:
  - Contractor has materially breached this Contract; or Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
  - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 2.44.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 2.44.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.
- 2.44.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in subparagraph 2.44.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the

Contract, Janitorial Services

Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 2.44.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

- 2.44.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 2.44, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 2.44, or that the default was excusable under the provisions of sub-paragraph 2.44.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 2.43-Termination for Convenience.
- 2.44.5 The rights and remedies of the County provided in this sub-paragraph 2.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### 2.45 TERMINATION FOR IMPROPER CONSIDERATION

- 2.45.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 2.45.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee

- or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- **2.45.3** Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

#### 2.46 TERMINATION FOR INSOLVENCY

- **2.46.1** The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
  - Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
  - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
  - The appointment of a Receiver or Trustee for the Contractor; or
  - The execution by the Contractor of a general assignment for the benefit of creditors.
- 2.46.2 The rights and remedies of the County provided in this sub-paragraph 2.46 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### 2.47 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

#### 2.48 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### 2.49 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **2.50 WAIVER**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 2.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### 2.51 WARRANTY AGAINST CONTINGENT FEES

- 2.51.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- 2.51.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or



### LOS ANGELES COUNTY OF BEACHES AND HARBORS CONTRACT FOR JANITORIAL SERVICES

#### PART THREE - UNIQUE TERMS AND CONDITIONS

#### 3.0 UNIQUE TERMS AND CONDITIONS

#### 3.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

#### 3.1.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit 4 and incorporated by reference into and made a part of this Contract.

#### 3.1.2 Payment of Living Wage Rates

- 1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at subsection 5 of this Subparagraph 3.1.2 under the Contract:
  - a. Not less than \$11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
  - b. Not less than \$9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed \$2.20 per hour towards the

provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.

- 2. For purposes of this sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this The provisions of this sub-paragraph shall be sub-paragraph. inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual, who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
- 3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
- 4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage

Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

#### 3.1.3 Contractor's Submittal of Certified Monitoring Reports

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The

certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County (Exhibits 14 and 15), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

### 3.1.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

#### 3.1.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to

maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

#### 3.1.6 Notifications to Employees

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

#### 3.1.7 Enforcement and Remedies

If the Contractor fails to comply with the requirements of this subparagraph, the County shall have the rights and remedies described in this sub-paragraph in addition to any rights and remedies provided by law or equity.

- 1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
  - a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
  - b. <u>Liquidated Damages</u>. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being

sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

- c. <u>Termination</u>. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
- 2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
  - a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has

- been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. <u>Liquidated Damages</u>. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
- c. <u>Termination</u>. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
- 3. <u>Debarment</u>. In the event the Contractor breaches a requirement of this sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

#### 3.1.8 Use of Full-Time Employees

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is

understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

#### 3.1.9 Contractor Retaliation Prohibited

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

#### 3.1.10 Contractor Standards

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

#### 3.1.11 Employee Retention Rights

- 1. The Contractor shall offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:
  - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
  - b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and

- c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.
- 2. The Contractor is not required to hire a retention employee who:
  - a. Has been convicted of a crime related to the job or his or her performance; or
  - b. Fails to meet any other County requirement for employees of a Contractor.
- 3. The Contractor shall not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

#### 3.11.12 Neutrality in Labor Relations

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

#### 3.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- 3.2.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 3.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 3.2.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of

- influencing the certification or denial of certification of any entity as a Local small business enterprise
- 3.2.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
  - Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
  - In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and
  - Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and OAAC of this information prior to responding to a solicitation or accepting a contract award.

#### 3.3 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 3.3.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 3.3.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

- 3.3.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 3.3.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
  - Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
  - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
  - Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-Responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

#### 3.4 EMPLOYMENT CONFLICTS

Contractor shall accept no employment which conflicts with its obligations to the County under the Contract and shall disclose any existing potential or actual conflict of interest prior to accepting an assignment. All employment by Contractor on behalf of persons or entities that have an existing interest pertaining to real property within Marina del Rey is prohibited. Such existing

interests include, but are not limited to: a leasehold, sublease, concession, permit, contract for the operation or management of real property, pending development proposal or pending lease proposal. Employment by Contractor on behalf of persons or entities with such interests is prohibited whether the employment is related to Marina del Rey property or not.

The prohibition shall continue in effect until the later of (1) one year from the termination or expiration of this Contract or any extension period; or (2) if the Contractor has performed work for the County related to an interest of the person or entity offering employment, the prohibition on accepting employment from that person or entity shall continue until the date of execution of an agreement or other conclusion of all negotiations between the County and that person or entity.

However, at no time after termination or expiration of the Contract or any extension period may the Contractor disclose to any third person any confidential information learned or developed as a result of its work under this Contract or accept employment regarding subject matter as to which the Contractor learned or developed any confidential information as a result of employment by the County.

/ / / /

Contract. Janitorial Services

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IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by the Chair of said Board and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year set forth below.

Diamond Contract Services, Inc.

By

Derek C. Smith, President/CEO

COUNTY OF LOS ANGELES

V Coloria Ma

Chair, Board of Supervisors

ATTEST:

By

By

SACHI A. HAMAI Executive Officer-Clerk of the Board of Supervisors

Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN

County Counsel

Principal Deputy County Counsel

section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI Executive Officer

Clerk of the Board of Supervisors

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

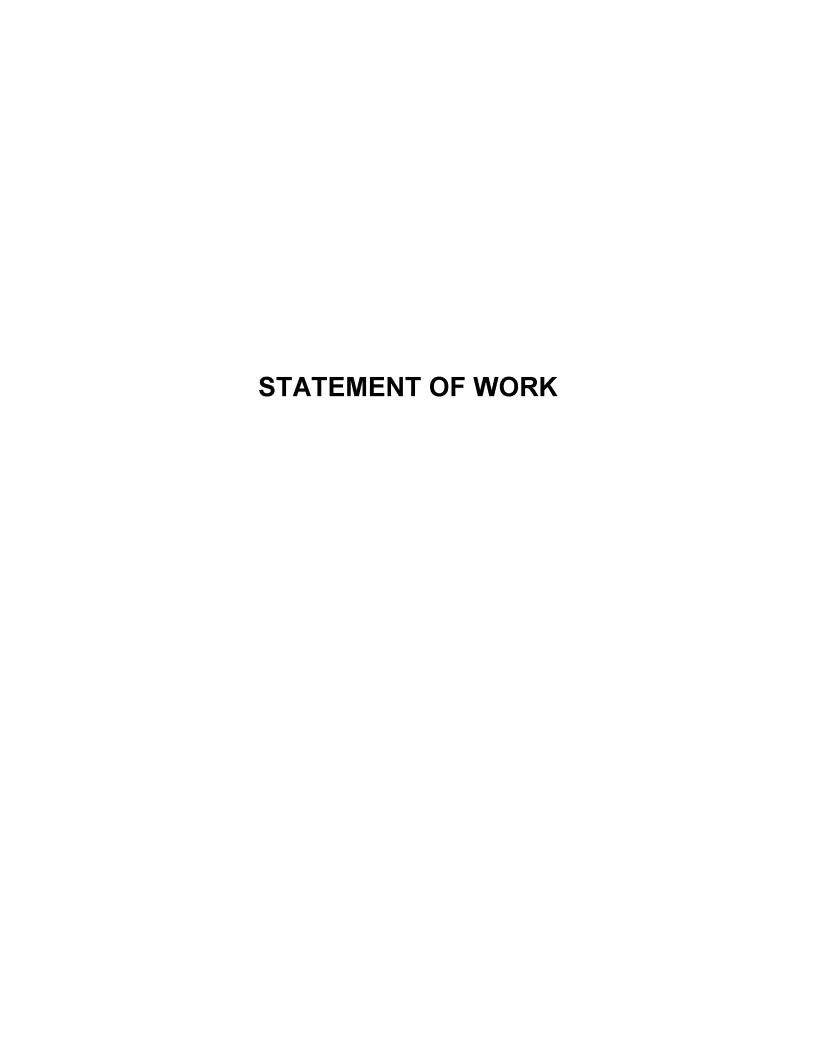
#24 JUL 06 2010

SACHI A. HAMAI EXECUTIVE OFFICER

## Department of Beaches and Harbors Janitorial Service Contract Estimated Net Savings From Contracting

County Cost Analysis						
Cost Items	Custodian 6774		Totals			
Top Step Salaries (monthly) 1	\$	2,542				
Required Service Level - actual avoidable positions <sup>2</sup>		6		6		
Annual Salary Cost	\$	183,024	\$	183,024		
Adjustment for top step salaries variance at 90.1439% <sup>3</sup>	\$	(18,039)	\$	(18,039)		
Estimated actual avoidable salaries	\$	164,985	\$	164,985		
Add: Related employee benefits at 50.459% <sup>3</sup>	\$	83,250	\$	83,250		
Estimated actual avoidable annual direct labor cost <sup>4</sup>	\$	248,235	\$	248,235		
Supplies			\$	23,972		
Estimated Actual Avoidable Cost			\$	272,207		
Contract Cost			\$	(197,510)		
Net Savings from Contracting			\$	74,697		

- (1) Salaries in effect as of December 1, 2009.
- (2) The County avoidable position for the Custodian is based on the required custodian hours per the selected proposer of 10,251 divided by the annual productive work hours of 1,770.
- (3) Provided by the Auditor-Controller Cost Accounting Division.
- (4) No departmental indirect costs are avoidable.



#### LOS ANGELES COUNTY OF BEACHES AND HARBORS STATEMENT OF WORK JANITORIAL SERVICES

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## LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS STATEMENT OF WORK FOR JANITORIAL SERVICES

#### 1.0 GENERAL REQUIREMENTS

#### 1.1 Scope of Work

The selected Proposer shall be capable of providing the services as listed in this Statement of Work (SOW).

#### 1.2 Contractor's Work Plan

Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Work Plan and other representations submitted with the Contractor's Proposal.

#### 1.3 Personal Services of Designated Persons Required

This Contract provides that the individuals identified in the Contractor's proposal must personally perform or lead the professional services required by the Contract. The failure of those persons to render those services shall be deemed a material breach of the Contract for which the County may terminate the Contract and recover damages. Should it be necessary for the Contractor to substitute an equally qualified professional for an individual named in the proposal, the Contractor shall request the Contract Administrator's approval, which shall not be unreasonably withheld.

#### 1.4 Contractor's Office

The Contractor shall maintain a local address within the County at which the Contractor's Representative may be contacted personally or by mail. The office shall be staffed during normal business hours by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract work.

#### 1.5 Property Damage

County property damaged by the Contractor's employees shall be repaired or replaced by the contractor at the Contractor's expense with like workmanship and materials. Such repair or replacement shall be subject to approval by the Contract Administrator.

#### 1.6 No Vehicle Access on Bike Paths

Motor vehicles used in the performance of the Contract work shall not be driven on bike paths.

#### 2.0 ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

- 2.1 The Department reserves the right to add/delete specific tasks, facilities and/or work hours throughout the term of this Contract; to schedule regular cleaning of added facilities and otherwise to amend and modify Exhibit 1 in accordance with the County's needs.
- 2.2 The County may from time to time close or cease operating certain facilities or portions of such facilities or may reduce the number of days on which services are performed. Such events shall not be deemed breaches of this Contract or of any of the covenants of this Contract and shall not relieve the Contractor of its duty as to the remaining facilities and services.
- 2.3 The Contractor shall be given reasonable written notice by the Contract Administrator (CA) that a facility is to be added or deleted or that the scope of services are being modified and of the effective date of such changes.
- 2.4 In the event of such addition/deletion of facilities or other material modifications of the area or scope of regularly scheduled services, the Contractor's compensation shall be adjusted in accordance with Section 1.4 of the Sample Contract.
- 2.5 All changes must be made in accordance with Attachment A, Sample Contract, sub-paragraph 2.1, Amendments.

#### 3.0 CONTRACTOR'S QUALITY CONTROL PLAN

#### 3.1 Purpose of Standards

The Contractor will observe, at a minimum, the standards set forth in this Section 3.0, and acknowledges that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.

#### 3.2 Contractor's Quality Control Plan

The Contractor shall comply with Contractor's quality control plan set forth in Form P-5, which shall be incorporated in the Contract by reference. To the extent that provisions of Contractor's quality control plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change the quality control plan without written approval of the Director or his designee.

#### 4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in Attachment A, Sample Contract, subparagraph 2.14, County's Quality Assurance Plan.

#### 4.1 Contract Discrepancy Report (Statement of Work Exhibits, Attachment C)

Verbal notification of a Contract discrepancy will be made to the Contract Representative as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The CA will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the CA within five workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the Contract Administrator within ten workdays.

- 4.2 The CA may issue a Contract Discrepancy Report to the Contractor in any incident of failure to comply with the performance standards or other unacceptable performance. In the case of continuing deficiencies, the CA may issue a separate Contract Discrepancy Report each day the deficiency continues.
- 4.3 The Director may excuse the incident, assess and collect liquidated damages in the manner and amounts described in the Statement of Work

Exhibits, 2, Attachment C, or proceed with Contract termination as provided in Section 2.42, Termination for Default.

#### 4.4 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

#### 5.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

#### COUNTY

#### 5.1 County Contract Administrator

- 5.1.1 The Facilities Division Chief shall be the Contract Administrator (CA) who shall have the authority to act for the County in the administration of the Contract except where action of the Director or Chief Deputy is expressly required by the Contract.
- 5.1.2 The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.
- **5.1.3** The Contractor's work shall be subject to the CA's acceptance and approval, which shall not be unreasonably withheld.
- **5.1.4** The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

#### CONTRACTOR

#### 5.2 Contractor's Representative

5.2.1 The Contractor shall designate a full-time employee as Contractor's Representative (CR) who shall be responsible for Contractor's day- to-day activities related to each inspection and shall be available to the County Contract Administrator or the County's attorney on reasonable telephone notice each business day and at other times as required by

the work. The Contractor may designate himself or herself as the Contractor's Representative.

**5.2.2** The CR shall have full authority to act for the Contractor on all matters relating to the performance of the Contract work.

#### 5.3 Supervisor

The Contractor shall provide a supervisor to assure satisfactory performance of the Contract work by the employees who are assigned to perform the work. The CR may act as the supervisor. The supervisor shall be authorized to act for Contractor in every detail and must understand, speak and write English.

#### 5.4 Changes of Key Personnel

The Contractor shall obtain the approval of the CA before replacing the CR or the supervisor. Such approval shall not be unreasonably withheld.

#### 5.5 Janitorial Staff

Contractor shall provide the services of sufficient janitorial staff to perform the Contract in accordance with the Work Plan and each term and condition of the Contract. Upon Director's request, the Contractor shall relieve an individual employee of his or her assignment to the performance of the Contract work.

#### 5.6 Personnel

- 5.6.1 Contractor shall ascertain that persons performing Contract services are of sound physical and emotional condition necessary to perform required duties.
- **5.6.2** Contractor's employees are subject to reasonable dress codes when in County facilities.
- **5.6.3** Contractor's employees shall not bring in any form of weapon or contraband to County facilities.
- **5.6.4** Contractor's employees shall not bring in any alcohol or drugs or be under the influence of alcohol or drugs when in or on County facilities.
- **5.6.5** Contractor's employees may be subject to authorized search by the Contractor, the CA and law enforcement.

- 5.6.6 Contractor's employees shall conduct themselves in a reasonable manner at all times; shall not cause disturbance in any County facility; and otherwise are subject to all rules and regulations of the facility.
- **5.6.7** Personnel employed by the Contractor and assigned to perform Contract work shall have no serious misdemeanor, theft or felony convictions.
- 5.6.8 All personnel assigned by the Contractor to perform "Contract" work shall at all times be employees of the Contractor and the Contractor shall have the sole right to hire, suspend, discipline, or discharge employees. However, at the request of the Director, the Contractor shall immediately exclude any member of the Contractor's staff from working on this Contract. The County reserves the right to bar any of the Contractor's staff from performing on this Contract.
- 5.6.9 Personnel employed by the Contractor and assigned to perform Contract work shall be at their assigned worksite(s) during the hours of operation of Janitorial service. In the event of an employee's illness or other emergency necessitating their absence, the Contractor shall provide replacement personnel.
- 5.6.10 The Contractor shall provide the County with a current list of employees, including but not limited to management, and shall keep this list updated during the Contract term.
- **5.6.11** The Contractor's employees shall enter and leave County facilities only through access specified by the CA.

#### 5.7 Communication with Department

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during regular business hours, 9:00 a.m. to 6:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. The Contractor shall return calls during business hours no later than the next business day and as soon as reasonably possible if the call is designated urgent. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall

answer calls received by the answering service within two hours of receipt of the call. In addition, the Contractor shall provide a 24-hour telephone number for immediate response to emergencies.

#### 5.8 Contractor to Notify Employees of Rights Under Living Wage Ordinance.

The Contractor shall provide annual notification of the Living Wage Ordinance requirements in English as well as in Spanish or any other language spoken by a significant number of employees. The required notice shall be given by way of:

- A handout to each employee (Exhibit 6); and
- A notice posted in a conspicuous place in the work area (Exhibit 7)

#### 5.9 Contractor's Outsourced Vendor Services

Upon prior written approval of the County, Contractor may outsource selected incidental services in the performance of this Contract. Contractor is solely responsible for the vendor's performance and payment to vendor for these services. If outsourced vendor services are deemed unsatisfactory by County, at County's request, Contractor will remove any outsourced vendor and shall provide a replacement vendor to perform the services. County reserves the right to adjust the incidental services required and other scope in such services during the duration of this Contract.

#### 6.0 SCOPE OF WORK AND TASKS

The Contractor's services shall be rendered at the facilities listed in the Facility Specifications (Exhibit 1). The services shall include, but are not limited to, the tasks listed in the Schedule of Custodial Duties, 7.0. The services shall be performed at the times shown in Exhibit 1 and Schedule of Custodial Duties, 7.0.

#### 6.1 General Requirements

Contractor's employees shall observe the following at all times:

 Contractor's employees shall not disturb papers on desks, open drawers or cabinets, use telephones, radios, or television sets, or tamper with personal property.

- Contractor's staff shall ensure that persons other than Contractor personnel cannot gain access to rooms, areas, or buildings under the control of its personnel.
- All entrance and exit doors must be locked at all times. Contractor's staff
  must ensure doors are locked upon exiting a facility. Contractor's staff
  shall not compromise building or room security by propping doors open
  and leaving them unattended during trash removal, etc.
- In areas not in use, lights shall be turned off and doors locked before leaving offices that have been cleaned.
- Special Events require all tasks identified in the Daily, Weekly, Monthly tasks, where applicable.

#### 7.0 SCHEDULE OF CUSTODIAL DUTIES

#### 7.1 Daily Cleaning Tasks

#### 7.1.1 Offices and Conference Rooms

- Gather all waste material and place in appropriate disposal area.
- Empty waste containers and line waste containers with plastic bags.
- Dust all furniture, including desks, tables, file cabinets, window sills, and other dust catching surfaces.
- Disinfect/sanitize (using disinfectant wipes or liquid sanitizer)
   computer keyboards, computer mouse, and telephone receivers.
- Damp wipe and dry all glass tops.
- Remove fingerprints and smudges from desk and table tops, walls, doors, door facings, telephones, etc.
- Sweep and damp mop all non-carpeted floor surfaces.
- Sweep and mop first floor locker room and kayak storage area in the Boathouse facility.
- Vacuum all carpeted areas.
- Arrange furniture properly.
- Clean door glass and frames.

Spot clean carpets, as needed.

#### 7.1.2 Employee and Indoor Public Restrooms

- Clean restroom fixtures and chrome fittings.
- Clean and refill all restroom dispensers.
- Spot wash restroom walls, showers, partitions and doors.
- Clean face basins and all surfaces.
- Remove graffiti.
- Clean restroom mirrors, kick plates, push plates and ashtrays.
- Clean restroom floors with disinfectant detergent.
- Clean and sanitize toilets, toilet seats and urinals.
- Empty waste containers and replace plastic bags.
- Check waste containers and wash waste containers inside and outside, when necessary.
- Service all sanitary napkin dispensers. Contractor will purchase sanitary napkins and retain all monies collected from dispensers.

#### 7.1.3 <u>Lunchrooms, Kitchens</u>

- Empty trash containers.
- Clean basins and sinks.
- Dust window ledges.
- Sweep floors and/or vacuum carpet.
- Spot clean carpet.
- Machine scrub terrazzo floors.
- Clean wall ducts.
- Spot wash walls, as needed.
- Damp mop and buff tile floors.
- Clean table tops.

#### 7.1.4 Park Restrooms (Parcel EE)

On weekdays from October 1 through April 30, the restrooms are to be cleaned three times daily, at 11:00 a.m. 3:00 p.m. and 10:00 p.m. From May 1 through September 30 and on all weekends and holidays, they are

to be cleaned <u>four times daily</u>, at 12:00 p.m., 3:00 p.m., 7:00 p.m. and 10:00 p.m. Perform the following tasks:

- Pick up debris and trash, then sweep floor. Sweepings must be picked up and are not to be swept outside the restroom.
- Empty trash and napkin receptacles. Replace with new liners.
- Check and replenish supplies of seat covers and toilet paper.
- Remove spitballs, cobwebs, and other foreign materials from windows, doors, walls, ceiling, partitions, and vents.
- Use a dampened cloth or other device to wipe all ledges, high and low, and tops of partitions.
- Scrub the inside of toilet bowls and urinals to remove deposits and stains, and then flush the toilet bowls and urinals. Be sure to scrub upper lip and wipe it dry.
- Scrub and clean outside of toilets, urinals, sinks and rear wall.
- Disinfect all interior and exterior areas of urinals and toilets, including the top and bottom of toilet seats, and toilet fixtures.
- Disinfect stall partition walls, rear walls, doors, door frames, and handrails.
- Disinfect the floor and walls around urinals, sinks, and floor drains.
- Disinfect sinks, dispensers, receptacles, trash containers, and the walls around such areas.
- Clean mirrors and tiles.
- Wipe toilet seats, outside of toilet bowls, and urinals.
- Spot clean walls, scrub hand prints from walls and partitions and wipe dry.
- Disinfect and mop floors, making sure that corners, drains, areas around toilets, and feet of partitions are thoroughly cleaned and there is no accumulation of dirt or other matter. Leave the floor as dry as possible.
- Remove mop strands caught around posts and other objects in the floor.

- Replace receptacles and trash containers following their cleaning.
- Immediately notify County of any hazards.
- Inspect and test all sink faucets and flush toilets.
- After cleaning, place deodorizer approved by CA under each toilet and urinal.
- Unplug all clogged drains, toilets and urinals using a plunger or short snake.
- Use only materials that are not caustic or damaging to the fixtures being cleaned.
- Report to the CA all leaking fixtures, inoperable lighting and clogged drains, toilets and urinals that cannot be opened with a plunger or snake.

#### 7.1.5 <u>Miscellaneous</u>

- Sweep and dust stairs, landings and handrails.
- Wash wastepaper containers and reline with plastic bags as needed in all areas.
- Clean custodial closets and keep orderly.
- Sweep, damp mop and buff all entrances, lobbies and hallways.
- Clean drinking fountains.
- Ceramic tile: Never to be waxed; damp mop daily with mild detergent.
- Place mats at entrances and in lobbies during rainy weather.
- Maintain floor maintenance and work records.
- Clean entrance door glass and partition glass.
- All requests for repainting graffiti damage shall be submitted to the County Contract Administrator.

#### 7.2 Weekly Cleaning Tasks

#### 7.2.1 Offices, Lunch Rooms and Conference Rooms

- Dust door jambs and baseboards.
- Clean lower surfaces of chairs, chair rungs, desk sides, and ledges with damp cloth or sponge.
- Wipe (with disinfectant cloth or cleaner) individual station's keyboard, mouse and telephone receiver.
- Clean and dry face of desk drawers and file cabinets with damp cloth or sponge.
- Wash and dry waste receptacles.
- Dust beneath movable desk files.
- Wash or polish desk tops.
- Clean door knobs, kick plates, and threshold plates.
- Spot wash doors and walls.
- Wipe down (with damp cloth) the interior and exterior of refrigerators
   (2) located in DBH Administration Building (1) and Chace Park Community Room (1).
- Clean interior of refrigerators (2) located in DBH Administration Building (1) and Chace Park Community Room (1) of any items as indicated in the pre-job walk-through.
- Clean gas oven interior (2) located in DBH Administration Building (1) and Chace Park Community Room (1).
- Clean microwave oven interior (2) located in DBH Administration
   Building (1) and Chace Park Community Room (1).

#### 7.2.2 Indoor Restrooms and Showers

- Clean face basin and floor drains. Check for build-up around faucets and remove. Clean underneath face basins. Clean traps and pipes.
- Check for stains in urinals, toilet bowls and basins and remove. Clean entire toilet inside and out.
- Dust ceiling vents and door louvers.
- Machine scrub floors.
- Hand clean behind toilet bowls and in corners.

- Wash all stall partitions in restrooms.
- Damp mop and buff waxable floors.
- Spot wash doors.

#### 7.2.3 Various Areas

- Clean floor drains.
- Spot clean stairway walls to a height of six feet.

#### 7.3 Monthly Cleaning Tasks

#### 7.3.1 All Areas

- Dust high ledges and moldings.
- Clean door ledges and sliding glass door tracks.
- Dust Venetian blinds.
- Dust or vacuum ceiling and wall vents.
- Vacuum upholstered furniture.
- Wash partitions.
- Clean baseboards, remove water splashes from furniture, clean walls, bottoms of cabinet, kick plates, etc.
- All resilient tile floors must be scrubbed or stripped and floor finish applied.
- Wash marble walls.
- Dust and wash vertical walls.
- Clean all wall and ceiling vents.
- Wash restroom stall doors.

#### 7.4 Other Cleaning Tasks

- All carpets must be shampooed three times per year. Scheduling will be approved by the Contract Administrator.
- Perform special cleaning required by: building occupants, alterations to the building; special conferences or events; cleanup work resulting from toilet floods, water pipe breakage, acts of nature such as earthquakes or similar occurrences.
- Clean and shampoo entrance mats as needed.

#### 7.5 Window Washing Duties

- All windows shall be cleaned three times per contract year. West facing windows shall be cleaned six times per contract year (every other month).
   Windows at Burton Chace Park Community Room shall be cleaned on a monthly basis. All windows shall be washed between 7:00 a.m. and 4:00 p.m., on a Friday. Dates to be determined at the pre-job meeting upon contract approval.
- Perform all window cleaning techniques and practices in a safe manner in accordance with the "Window Cleaning Safety Order", issued by the Division of Industrial Safety of the State of California.
- Equipment such as ladders, scaffolds, safety belts, lifts, etc., must meet
   California OSHA Safety Standards.
- Rope off areas and post signs as a guard when working overhead, to protect the public from walking into the work area.
- Personnel must use protective gear when using acid or other corrosive substances.
- Window washers using a boatswain's chair or operating a power platform shall wear safety harnesses with lifeline. (The use of power lifts is prohibited during severe or adverse weather.)
- Contractor shall move books, papers, flower pots, or other items on window ledges or sill. Move furniture such as desks, tables, cabinets, or any other items away from windows. All office furniture which cannot be moved must be covered with a plastic cover. Window washers may not stand on top of furniture. Upon completion of washing windows, return all items that were moved to their original locations.
- Wash all interior and exterior glass or mirrors, metal frames, metal louvers, porcelain panels, inside and outside, window sills and ledges completely, including stainless steel mullions, aluminum mullions, window screens and outside building surfaces, such as marble and other smooth surfaces.
- Leave windows and the adjacent surrounding areas in a clean condition.
   Remove streaks and water marks from all windows, walls, and ledges.

- Remove excess water from floors.
- On completion, remove all water, cleaning agents and cleaning equipment and lock all windows.
- Before leaving, report to the Contract Administrator all broken windows, mirrors, door glass, etc. and broken or malfunctioning window opening, closing and latching mechanisms.

#### 7.6 Light Fixture Cleaning Duties

Light fixtures and covers are to be cleaned as requested by the Contract Administrator. Hours of light fixture cleaning shall be from 5:00 p.m. to 4:00 a.m., Monday through Friday, except legal holidays.

- Clean all light fixtures and components, using ladders, scaffolding, hydraulic lifts, and catwalks.
- Wash, clean, and dry all types of glass, plastics, and metal light fixtures remaining in the ceiling.
- Clean light fixtures using water, soaps, solvents, cleaning tanks, and degreasers.
- Notify the Contract Administrator of burned out ballasts, faulty wiring, starters, or other hazardous conditions relative to faulty light fixtures.
- Dust and clean ceiling pipes and vents.
- Clean work area after completion of duties.
- Maintain employee time and work records.

#### 7.7 Special Events

The Contractor shall provide custodial services for special events and programs on any day of the week at any time of day when requested by the Director at least 10 working days prior to each such event. Special events may require additional work requests including but limited to window and carpet cleaning. If possible, the Contractor shall cover such events by rescheduling employees to avoid incurring additional labor costs. The schedule for special events taking place 2010 will be provided at the pre-job meeting upon contract approval.

#### 7.8 Special Cleaning and Unscheduled Work

The Contractor shall upon 24 hours' notice perform special cleanups or other unscheduled janitorial work at such times and places as are authorized in writing by the Director or his designee.

#### 7.9 Emergencies

The Director, in his sole discretion, may determine that an emergency or unforeseen incident jeopardizing health, safety or property requires special janitorial services. The Contractor shall make such services available within two hours of telephone notice.

#### 7.10 Employee Training Program

The Contractor shall furnish a basic training course that provides the subject matter and topics described in the Training Requirements (Exhibit 2). The Contractor shall ensure that its employees successfully complete such training before commencing work.

#### 7.11 Solid Waste Collection and Removal

At each shift, the Contractor shall collect and remove all solid waste generated in the facilities and place it in an exterior receptacle provided by the County. At each shift, the Contractor shall wash inside and outside or steam clean all receptacles used for food waste. Carts and containers used for collection and/or storage of waste material shall be noncombustible or flame resistant construction labeled or listed by Under-writers Laboratories, Inc. The Contractor shall search waste paper to recover lost valuables or files when requested by the CA.

#### 7.12 Other Duties

The Contractor shall perform other duties within the scope of the Contract as required by the Director.

#### 8.0 LOGS AND REPORTS

#### 8.1 Daily Maintenance Log

The Contractor shall maintain daily maintenance logs that shall be made available to the CA on request. Such logs shall be prepared by the Contractor's Supervisor and shall include:

- The beginning and ending time of each shift;
- The facilities cleaned by each employee;
- The location and nature of all reports made pursuant to Section 8.3, 8.4 and 8.5.
- Violations of the Performance Requirements and corrective actions taken;
- The time and signatures of each employee on arrival and departure.
- The conditions of the doors and windows when the shift starts and at the end of the work shift; and
- The names and times of all of all subcontractors on arrival and departure.

#### 8.2 Contractor to Submit Monthly Reports

The Contractor shall submit with each invoice a report describing the services rendered during the period, including:

- the charge for the services rendered;
- the balance of funds remaining under the Contract;
- the names, dates and hours worked of each employee; and
- any subcontractors employed and their dates and hours worked.

#### 8.3 Complaint Log

The Contractor shall also maintain a log of all complaints received directly from the public or forwarded to the Contractor by the CA relating to complaints concerning employee appearance, attitude and work. The log shall contain the date of receipt of complaint, nature of the complaint, time and action taken or reason for inaction. A copy of any written complaint and its resolution shall be submitted to the CA no later than five working days from the Contractor's receipt of the complaint. An updated copy of the complaint log shall be made available to the CA on request.

#### 8.4 Reporting Injury, Theft, Damage or Vandalism

The CR shall report to the CA any injury, theft, damage or vandalism to the facilities within 24 hours of its discovery by the Contractor's staff. The report shall be in writing and on a form that is acceptable to the CA.

#### 8.5 Reporting Emergency Repairs

The CR shall report immediately to the CA any condition of the facilities requiring emergency repairs, including, but not limited to, overflowing toilets, broken water pipes or exposed electrical wires. After hours notification shall be made to:

Mark P. Spiro, Marina District Manager

(310) 305-9572 Office

(310) 350-2234 Cellular

#### 8.6 Living Wage Ordinance Compliance

Contractor shall provide the reports required by Section 3.1, Sample Contract, as directed by the CA. The Contractor shall complete and submit with each monthly invoice the Payroll Statement of Compliance form (Exhibit 14), the Payroll Reporting Form (Exhibit 16) and the Monthly Certification for Applicable Health Benefit Payments (Exhibit 17) unless otherwise directed by the CA.

#### 9.0 FACILITIES AND EQUIPMENT FURNISHED BY COUNTY

#### 9.1 Storage

During the term of the Contract or any extension period, the Contractor may store the equipment and supplies used in performance of the Contract work as directed by the CA. The use of any storage area furnished by the County shall be at the sole risk of the Contractor. It is acknowledged and agreed that any such storage shall not constitute a bailment or storage for hire and that the County shall have no responsibility for protecting the stored property from loss, theft, damage or destruction. The County may revoke permission to use any such storage area on 24 hours' notice.

#### 9.2 Keys and Gate Cards

The County will provide the Contractor with all keys and gate cards that are required to gain access to the facilities to be cleaned. The CR shall report any

lost or stolen key or gate cards to the CA within 24 hours of discovery of its loss. The Contractor shall reimburse the County for the cost of either re-keying or duplicating lost keys or cards as determined by the Director. All key and gate cards shall be returned to the CA upon Contract termination.

The Contractor shall not duplicate any key or gate card without the CA's prior written consent. Duplication of any key or gate card without this consent is a misdemeanor (Section 469 of the California Penal Code), in addition to being a breach of the Contract.

The Contractor shall not give keys to any County facility to a Subcontractor. Contractor shall assign someone to open and close entrance doors and stay with Subcontractors until the specific job is completed.

#### 10.0 SUPPLIES AND EQUIPMENT FURNISHED BY CONTRACTOR

#### 10.1 Contractor to Furnish Supplies and Equipment

Except for the items furnished by the County pursuant to Section 9.0, the Contractor shall provide all supplies and equipment necessary to perform the Contract work.

#### 10.2 Chemicals Subject to Contract Administrator's Approval

All disinfectants or other chemicals used by the Contractor shall be subject to approval by the CA.

#### 10.3 Uniforms

The Contractor shall furnish all employees assigned to perform the Contract work uniforms in a style and color acceptable to the Director. The uniforms shall be worn by all the Contractor's employees while performing the Contract work, and they shall be changed as necessary so that the employee always has a clean uniform.

#### 10.4 Photo Identification

The Contractor shall furnish and require every on-duty employee to wear a visible photo identification card identifying the employee by name, physical description and company. The card shall be approved by the CA.

#### 10.5 Vehicles

The Contractor shall provide all motor vehicles used to perform the Contract work. Vehicles shall be registered to the Contractor. The Contractor shall identify each vehicle used in the performance of the Contract work with signs or logos that include the company name and telephone number. The size, color, and format of such identifying signs shall be subject to the CA's prior approval, which shall not be unreasonably withheld.

#### 10.6 Disposition of Supplies on Termination of Contract

Stocks of paper, supplies, hand soap, etc., remaining in the facilities at Contract termination shall not be removed.

#### 11.0 GREEN INITIATIVES

- **11.1** Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 11.2 Contractor shall notify County's Contract Administrator of Contractor's new green initiatives prior to the contract commencement.

#### 12.0 PERFORMANCE EVALUATION

The County or its agent will evaluate Contractor's performance under this Contract on not less than a monthly basis. Such evaluation will include assessing Contractor's compliance with all Contracts terms and performance standards. Contractor's deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

#### 12.1 Monthly Inspection of Facilities

County shall perform on a monthly basis an inspection of all facilities noted in Exhibit 1 in accordance to the daily tasks set forth in the Building Inspection Form, Exhibit 3. Contractor shall receive a copy of the completed Building

Inspection Form and correct any noted deficiencies. Repeated deficiencies shall be subject to the terms of Section 13.2 below.

#### 13.0 PERFORMANCE REQUIREMENTS SUMMARY

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

- 13.1 Contractor's compliance with the performance standards identified in Statement of Work Exhibits, 2, of Attachment C shall be evaluated monthly as provided in Section 12.0.
- 13.2 The Contractor agrees to and accepts the performance standards, including, but not limited to, the sums set forth as liquidated damages for unacceptable performance.

# REQUEST FOR PROPOSALS—MARINA DEL REY JANITORIAL SERVICES OFFER TO PERFORM and PRICE PROPOSAL

Proposer:	Name	Diamond Contract Service	es, Inc.			
	Address	2249 North Hollywood Wa	ny			
		Burbank, CA 91505				=====================================
	Phone	(818) 565-3554	Fax (8	318) 565-3556		-
To: Santos H. Kre	eimann, Di	rector, Department of Be	aches and Harb	ors		
Harbors, offers to per conditions for the per year term that may be	rovide jani formance d e extended	torial services at the sp of this work that are set fo	pecified County orth in the RFP. ecutive, optional	facilities in l Such service	County Department of Bead Marina del Rey on the te s shall be performed during ars, at the discretion of the	rms and a three
					orth for such work on page following additional conditio	
	vocable fo	nodify required terms and r a period of 120 days aft □ individual		for submission	5	
		☐ limited liability compar		an Proposit		¥
State of organization:	Neva	do	Principal place	of business:	Burbank, CA	≠3 E3
Out of state vendor's	authorized	agent for service of proc	ess in California	12		
Name		Address			Phone	<b>=</b> 0
	n any matt	he person executing this er pertaining to the propo (818) 565-3554		following per	sons are individually autho	orized to
Name Tit	le	Phone	Name /a	Title	Phone	1. <del>(1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1</del>
04/01/10 Dated:		Proposer's signature:	THE	(1)		
,			Derek C. Smith		EO (818) 565-3554	
			Name	Title	Phone	

#### Fill in all of the unshaded boxes. This chart will be used for a variety of purposes as follows:

- The first column represents items of expense incurred by the contractor in providing the service.
- The second column should show the annual staffing hours of janitorial workers required by the Contract
  and the hours of service rendered by "Other Personnel" such as supervisors and contract managers. No
  minimum hourly requirement is given for these positions, but the quoted numbers will be used by the
  County to assist in evaluation of the adequacy of the Proposer's Staffing/Work Plan (Form P-3).
- The next column ("Hourly Wage") should reflect actual hourly wages paid, which the County will use to
  judge whether the Proposer complies with the County Living Wage Program (Exhibit 4).
- The next column (Contractor's annual cost) should accurately reflect all cost items, as well as profit, that
  are included in the proposed annual price --TOTAL (ANNUAL COST TO COUNTY).
- The "Annual Cost to County" will be used for Proposal Price evaluation purposes. The total should equal
  the Proposer's expected compensation for providing the services.
- The last row "Hourly Rate for Increased or Reduced Services" will be used for adjustments to monthly
  compensation in those instances where a change in staffing levels or extra work is authorized by the
  Director. The hourly rate must equal the Annual Cost to County divided by the annual staffing hours.

COST ITEMS	ANNUAL STAFFING HOURS	HOURLY WAGE	CONTRACTOR'S ANNUAL COST
JANITORIAL WORKERS	9,177.90	\$1.1.84	\$ 108,666.34
OTHER PERSONNEL			
SUPERVISOR		\$	\$ included (N/C
CONTRACTOR REPRESENTATIVE		\$	\$ included (N/C
1		\$	\$
2		\$	\$
HÉALTH PLAN			\$ included
OTHER BENEFITS, IF ANY			\$ included
SUPPLIES			\$ 23,971.83
OTHER EXPENSES & OVERHEAD			\$ 45,066.68
PROFIT			\$ 10,626.32
TOTAL (ANNUAL COST TO COUNTY)			\$ 197,509.07
HOURLY RATE FOR INCREASED OR REDUCED SERVICES			\$ 21.5200721

#### 1. DEPARTMENT OF BEACHES AND HARBOR ADMINISTRATION BUILDING

Frequency: Mon.-Fri.

AREA	ANNUAL WORK HOURS	COST
7,188 sq. ft.	455.84	\$ 9,820.98
6,282 sq. ft. carpet	49.80	\$ 1,072.89
511 sq. ft. ceramic	4.05	\$ 87.27
299 sq. ft. tile 96 sq. ft. terrazzo	3.13	\$ 67.46
7 restrooms	14.24	\$ 306.91
10 toilets	20.35	\$ 438.44
3 urinals	6.10	\$ 131.53
7 sinks	14.24	\$ 306.91
1 shower	2.03	\$ 43.84
134 light fixtures	6.70	\$ 144.35
SUBTOTAL WORK	HOURS 576.50 SUBTOTAL	\$ 12,420.57

#### 2. BURTON W. CHACE COMMUNITY BUILDING

Frequency: 7 days service

AREA	ANNUAL WORK I	OURS		COST
3,345 sq. ft.	388.01		\$_	8,359.60 21.38
77 sq. ft. carpet 3,136 sq. ft. tile	40.42		\$_ \$	870.81
132 sq. ft. ceramic	1.70		S	36.65
47 light fixtures	2.35		\$	50.63
SUBTOTAL W	ORK HOURS 433.47	SUBTOTAL	\$	9.339.07

#### 3. BURTON W. CHACE PARK & BOATHOUSE PUBLIC RESTROOMS

Frequency: Four times daily (12 p.m., 3 p.m., 7 p.m., 10 p.m.) on weekdays May 1 - September 30 and on all Saturdays, Sundays and Holidays; three times daily (11 a.m., 3 p.m. and 10 p.m.) on weekdays October 1 - April 30.

AREA	ANNUAL WORK	HOURS	C	OST
11 restrooms	649.38		\$	13,990.92
6 showers	354.21		\$	7,631.41
24 toilets	1,416.84		\$	30,525.64
8 urinals	472.28		\$	10,175.21
24 sinks	1,416.84		\$	30,525.64
	SUBTOTAL WORK HOURS 4,309.55	SUBTOTAL	\$	92,848.83

#### 4. MARINA INFORMATION CENTER

Frequency: 7 days service

AREA	ANNU	AL WORK HO	URS		cos	T
1,340 sq. ft.		325.87		S	7,020.74	
748 sq. ft. carpe	t	22.74		\$	489.88	
592 sq. ft. tile		18.00		\$ \$	387.71	
3 restrooms	the HAVe	12.22		\$	263.28	
3 toilets		12.22		\$	263.28	
1 urinal		4.07		\$	87.76	
3 sinks		12.22		\$	263.28	
8 light fixtures		0.40	9	\$_	8.62	
	SUBTOTAL WORK HOURS	407.73	SUBTOTAL	\$	8,784.54	

#### 5. DEPARTMENT OF BEACHES AND HARBORS WAREHOUSE

Frequency: Thursday only

AREA	ANNUÁL WÓRK HOI	JRS	į.	COST
1,501 sq. ft.	68.72		\$	1,480.65
846 sq. ft. carpet	4.83		\$	104.11
342 sq. ft. tíle	1.95		S	42.09
316 sq. ft. concrete	1.80		\$	38.89
2 restrooms	1.72		\$	37.02
4 toilets	3.44		\$	74.03
1 urinal	0.86		\$	18.51
2 sinks	1.72		\$	37.02
1 shower	0.86		\$	18.51
4 light fixtures	0.20		\$	4.31
SUBTOTAL	WORK HOURS 86.11	SUBTOTAL	\$	1,855.12

#### 6. TRAILER COMPLEX (5 Temporary Buildings)

Frequency: Mon -Thurs.

AREA	ANNUAL WORK HOL	JRS		COST
4,800 sq. ft. 4,500 sq. ft. carpet 300 sq. ft. tile 7 restrooms 7 toilets 8 sinks	285.56 33.46 2.23 11.36 12.98 3.60		\$_ \$_ \$_ \$_ \$_	6,152.45 720.99 48.07 244.70 279.66
72 light fixtures		190	\$	77.56
SUBTO	TAL WORK HOURS 360.56	SUBTOTAL	\$_	7,768.13

#### 7. BOATHOUSE (Restrooms listed under # 3)

Frequency: 7 days service

AREA	ANNUAL WORK H	DURS	COST
4,847 sq. ft.	527.61		\$ 11,367.21
4,098 sq. ft. carpet	64.51		\$ 1,389.77
749 sq. ft. tile	11.79		\$ 254.01
1.068 sq. ft. wall tiled area	16.81		\$ 362.20
SUBTOTAL WO	RK HOURS 620.71	SUBTOTAL	\$ 13,373.19

## 8. SANTA MONICA YACHT CLUB/PARCEL 47 (Restrooms and Laundry Room Only)

Frequency: 7 days-service

AREA	ANNUAL WORK H	ours		COST
692 sq. ft. 4 restrooms	1,066.72		\$_	22,955.87 417.38
4 showers	19.39		э <u></u> \$_	417.38
16 toilets	77.58 77.58	×	\$	1,669.52
16 sinks 4 urinals	19.39		\$	1,669.52 417.38
16 light fixtures	0.80		\$_	17.22
1 laundry room	53.39		\$_	1,148.87
(187 sq. ft., 1 light fixture, 1 Night Light, 4 washers, 4 dryers, 1 sink )	18			
SUBTOTAL WORK	K HOURS 1,334.25	SUBTOTAL	\$	28,713.13

**9. FINANCIAL SERVICES BUILDING** - 13575 Mindanao Way (Contractor responsible for DBH office space only) Frequency: Mon – Thurs.

AREA	ANNUAL WORK HOURS	COST
3,000 sq. ft. 1,649 sq. ft. carpet 67 sq. ft. tile 2 restrooms 3 toilets 1 urinal 3 sinks	173.06 20.79 0.84 4.81 7.21 2.40 7.21	\$ 3,728.54 \$ 447.87 \$ 18.20 \$ 103.57 \$ 155.36 \$ 51.79 \$ 155.36
3 sinks	7.21	\$ <u>155</u>

SUBTOTAL WORK HOURS 216.32 SUBTOTAL \$ 4,660.68

#### 10. DOCKWEILLER YOUTH CENTER\*

Frequency: 7 days service

AREA	ANNUAL WORK H	OURS		COST
6,439 sq. ft.	663.89		\$	14,303.45
4,750 sq. ft. recycled rubber flooring	64.21		\$	1,383.40
1,389 sq. ft. tile	18.78		φ	404.53
2 restrooms	8.30		φ	178.79
57 light fixtures	2.85		\$	61.40
7 toilets	29.05		\$	625.78
2 urinals	8.30		\$	178.79
7 sinks	29.05		\$	625.78
2 showers	8.30		\$	178.79
SUBTOTAL WORK H	OURS <u>832.71</u>	SUBTOTAL	\$	17,940.72
GRAND TÖTAL WORK HOUR	9,177.90 RS	* GRAND T	OTAL	197,509.07

<sup>\*</sup> Grand Total must equal Total Annual Cost to County on Form P-1, Page 2

#### PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Page 1 of 2

Please complete, date and sign this form and place it as the first page of your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

Diamond Contract Services, Inc.	NV	1993
Name	State	Year Inc.
If your firm is a limited partimanaging partner:	nership or a sole proprietorship, state the name	of the proprietor o
If your firm is doing business registration.	under one or more DBA's, please list all DBA's	and the County(s) o
Name	County of Registration	Year became DBA
Is your firm wholly or majority of	owned by, or a subsidiary of, another firm? No if y	yes,
	owned by, or a subsidiary of, another firm? <u>No</u> if y	,
Name of parent firm:		
Name of parent firm:  State of incorporation or registr		
Name of parent firm:  State of incorporation or registr	ration of parent firm:uring a state of the last five (5)	
Name of parent firm:  State of incorporation or registed Please list any other names you	ration of parent firm:uring a state of the last five (5)	years.
Name of parent firm:  State of incorporation or registry Please list any other names you	ration of parent firm:uring a state of the last five (5)	years.
Name of parent firm:  State of incorporation or registry Please list any other names you	ration of parent firm:uring a state of the last five (5)	years.
Name of parent firm:  State of incorporation or registry Please list any other names you Name  N/A	ration of parent firm:  ur firm has done business as within the last five (5)  Year  in any pending acquisition/merger, including the	years. of Name Change

listed below.	, ,
Check the appropriate boxes:	
☐ Yes ☐ No Proposer has 5 years' experience in agencies or private organization	performing janitorial services for governmental
☑ Yes ☐ No Proposer has a valid Business License.	
☑ Yes ☐ No Proposer's Contract Representative has a staff that has provide	a minimum of three years' experience managing d janitorial services.
Proposer further acknowledges that if any false, mislear statements in connection with this proposal are made, the determination in this area shall be at the Director's sole judg	proposal may be rejected. The evaluation and
Proposer's Name:	
Diamond Contract Services, Inc.	
Address:  2249 North Hollywood Way	
Burbank, CA 91505	
818-565-3556	818-565-3554 one number:
Fax number:	
On behalf ofDiamond Contract Services, Inc(Propose (Name of Proposer's authorized representative), certify the Organization Questionnaire/Affidavit is true and correct to the	
-Al-	95-4409183
•	nternal Revenue Service Imployer Identification Number
President/CEO	52871201 - LA County Vendor ID No.
Title C	alifornia Business License Number 52871201
Date C	ounty WebVen Number

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Paragraph 1.3 - Minimum Mandatory Requirements, of this Request for Proposal, as

## **STAFFING & WORK PLAN**

1. STAFFING PLAN: Provide the requested information about principals, key employees and subcontractors. Attach each person's resume.

	Relationship to		·
Name	Proposer	Job Title	Responsibilities
		Contractor's Representative:	
Ignacio Torres		Supervisors: Contract Manager	Project Management
Virginia Devlin		Quality Assurance Representative	Customer Service, Inspections
Russell Richey		Others: Vice President/Operations	Project Management - Corporate Support
Gloria McMullen		Director of Human Resources	Project Management - Personnel

2. PRINCIPAL OWNER(S) OF PROPOSER'S ORGANIZATION	Derek C. Smith, President/CEO
--	-------------------------------

## 3. IDENTIFY PARTNERS/SUBCONTRACTORS:

Principal	Firm Name	Relationship to	Specialty	Address	Phone
		Proposer			
NONE					

4. JUSTIFICATION OF PART-TIME WORKERS. If your staffing plan (above) includes any part-time employees, attach a detailed
justification why it was necessary to do so. Unjustified failure to use full-time workers may result in disqualification.

Diamond will be using full-time employees for this custodial project.

## 5. ADDITIONAL STAFFING INFORMATION (Attach additional pages if necessary):

Please see Form P-1A for our complete custodial staffing profile by facility and task. Also, please see page 45 of this proposal for our staffing organizational chart.

**6. SUPERVISORS:** List staff who will be assigned supervisorial positions relevant to performance of the work upon award of contract. Include the person who will be serving as the Contractor Representative. Attach each person's resume:

	TITLE	SPECIALTY/TRADE
Ignacio Torres Virginia Devlin	Contract Manager Quality Assurance Representative	Project Management Customer Service, Inspections
Russell Richey	Vice President/Operations	Project Management - Corporate Support
Gloria McMullen	Director of Human Resources	Project Management - Personnel

## 5. STATEMENT OF RELEVANT EXPERIENCE:

Please provide the level of experience of Proposer and Proposer's staff as it relates to the following:

- Please see pages 19-30 of this proposal for a detailed description of our expertise and experience in the following areas.
- Experience Proposer has had providing janitorial services which are similar to the services requested in this RFP;
- Experience of Proposer's proposed Contractor's Representative, including previous duties and responsibilities in handling services which are similar in scope to those requested in this RFP; and
- Experience and level of proposed staff that will perform the Contract work in accordance with the Statement of Work.
- 6. VEHICLES, SUPPLIES AND MATERIALS. List the vehicles, supplies and materials that Proposer will use to perform the Contract work:

Please see pages 31-32 of this proposal for a detailed description of our supplies and materials to be used.

7. OPERATIONAL/WORK PLAN. Describe or attach Proposer's plan for scheduling janitorial staff, transportation to the job sites, keeping proposed staff supplied and supervising:

Please see pages 5 through 43 of this proposal for detailed descriptions of our scheduling janitorial start-up, scope of services, staffing and management commitment, job descriptions, equipment & supplies and employee training.

8.	8. METHODS. Describe or attach a description of the methods your employees will in the Statement of Wards.	use to provide the Contract services as stated
	in the Statement of Work:	ass to provide the contract services as stated

Please see pages 9-17 of this proposal for a detailed description of methods and scope of services.

9. EMERGENCIES AND OVERTIME. How will you communicate with employees and schedule to cover urgent requests for unscheduled work or unforeseen changes in weather? What will your average response time for emergency calls be?

Diamond maintains a large on-call pool that can be deployed at a moment's notice to cover urgent requests for unscheduled work or unforseen circumstances. Our average response time will be one hour, depending on the nature of the request. In addition, please see the section of this proposal entitled "Customer Complaint/ Resolution," pages 69-70 for a description and sample of our issue resolution plan including escalation path.

10. ADDITIONAL OPERATIONAL/WORK PLAN INFORMATION (Attach additional pages if necessary):

Again, please see pages 5 through 43 of this proposal for detailed descriptions of all components of our work plan.



## 3.8 Employee Training

Diamond believes that educating technicians with a proper and thorough training program is essential to improving performance standards and ensuring customer satisfaction. Diamond's training program includes the proper methods of sanitation, employee empowerment and compliance with regulatory requirements and documentation. The Diamond philosophies of "consistency" as well as "safety" permeate throughout our entire program. As a result, the foundation of our training program is "cleaning with intelligence."

Diamond has developed a complete training program for our employees. This program consists of three (3) modules. They are:

- Initial Orientation
- > Technical Skills Training
- > On-Going In-Service Training

A brief description of these modules is as follows:

#### Orientation

Orientation starts the first day of employment. Conducted by Diamond's Contract Manager or Site Supervisor, the technician is given an overview and history of Diamond. He/she will be introduced to the management and supervisory personnel within their Department as well as the appropriate Wachovia representatives. The trainer then will cover the following topics:

- Discuss and review all company benefits, conduct rules, policies and procedures;
- Discuss and review your scope of services, performance standards, security procedures and tasks and frequencies;
- Discuss and review all chemicals and their usage, equipment care and MSDS information;





> Discuss and review all fire life and safety information, emergency exits, police and fire department phone numbers, and procedures in the event of a natural disaster.

During the initial training, the trainer will complete a checklist to ensure that all areas have been covered. In addition, sufficient time will be allotted to answer any questions as needed. Upon completion, the technician will be asked to review their orientation material with the trainer to ensure total understanding of the materials covered. The technician will then be given his/her work schedule and a walk-through of his/her designated area while discussing the tasks and frequencies for that area.

#### Technical Skills Training

Diamond recognizes the importance of a well-trained, skilled Janitorial Services staff. After the initial orientation, the technician begins their second phase of training. Throughout the technical skills training, the technician will be required to have individual (one-on-one), classroom and small group instruction.

This phase of training is very instrumental in developing the foundation of Diamond's customer satisfaction program. All employees must develop a thorough understanding of each cleaning procedure such as how to properly clean a restroom, examination room, critical care areas, office areas, etc. Diamond disseminates this information through a variety of methods including videotapes, slides, demonstrations, open discussion, and testing for retention. In addition, Diamond reviews how our Quality Control Program operates. The trainer discusses in detail how the tools are used to judge their performance as well as how feedback and suggestions are utilized to improve the program.

## On-going In-service Training

This section is designed to provide reinforcement to the two previous modules of the technician training process. By providing a comprehensive, on-going in-service program, our objectives of having each technician armed with a solid understanding of the principles of good cleaning techniques will be accomplished.

Diamond is committed to the continuing education of our employees, which enables each member of the Janitorial Services staff to execute cleaning techniques and procedures properly and in an efficient manner. The on-going, in-service training





program serves as a constant reminder and added reinforcement that good cleaning techniques are a must for customer satisfaction, in addition to the safety and quality of work performed for all concerned. Diamond will perform on-going training on a monthly basis to ensure compliance with the scope of services and the Diamond Quality Control program.

#### Safety Program

Safety is a fundamental guiding principal of Diamond Contract Services. We are in business to deliver Janitorial Services and provide a safe business environment for your staff, visitors and our employees.

Diamond strictly complies with all OSHA regulations and constantly updates its Safety Program to ensure safety procedures, equipment and supplies are current and up to standards. The components of our program include:

- Pre-assignment safety training
- > Initial assignment safety training
- > In-service safety training
- Hazardous communication program
- > Safety committees
- Pre-Assignment Safety Training

At the time of hiring, during the pre-assignment training, new employees receive basic safety training and orientation to Diamond' Safety Program policies, topics cover:

- Risk control & injury prevention
- Bloodborne Pathogens
- Hazard communication & chemical safety procedures
- > Fire life safety & earthquake preparedness
- Diamond safety policy guidelines





#### > Initial Assignment Safety Training

After completion of the safety orientation class, the Diamond site supervisor, or manager provides specific safety training applicable to hazards unique to the employee's job assignment. New employees are given the Diamond safety rules and regulations, and the new employee safety checklist. The site supervisor explains each item on the list until it's thoroughly understood by the employee. The checklist is then signed, dated, and forwarded to the Diamond office and placed in the employee's personnel file. Site topics include:

- Safe operating procedures
- Location, use of safety & personal protective equipments (PPE)
- Use of tools & equipment, lifting & material handling equipment
- Proper ergonomic procedures & lifting techniques for the tasks assigned
- Machine & tool guards, emergency stop control locations & use
- > Rules for reporting safety violations, accidents, & near-misses
- Emergency plans & procedures, evacuation routes, assembly locations, & emergency actions
- > Location & use of fire alarm pull boxes
- Hazard Communication: Specific hazards for work area chemicals, locations, & how to read the written plan & Material Safety Data Sheets (MSDS)

During the initial assignment training, the Diamond site supervisor, or manager, discusses the following policies of our Safety Program:

- Diamond management and its employees are determined to prevent accidents—it is the responsibility of both
- > Job instruction includes safety instruction—No one is expected to do a job they do not understand. Employees are urged to ask questions about any part of their work they do not understand and supervisors or managers will answer questions willingly.
- > Instruction is not fault finding; correction is not reprimanding.





- > It is positively forbidden for any person to try to operate any mechanical equipment without instruction and specific authorization from their supervisor.
- Persons are urged to report anything about the work, or workplace that seems unsafe.
- > All injuries are to be reported immediately to the supervisor.
- Methods for procuring protective equipment, and the rules and practices governing the use of such equipment, are explained.

#### In-Service Safety Training

Skills for working safely, and awareness towards safety, are kept current through inservice training. Safety topics are revisited during training sessions as they relate to corrective actions or review, topics include:

- > Annual review of safety policies & procedures
- > Risk control & injury prevention
- > Universal Precautions (e.g., bloodborne pathogens—Hepatitis B vaccine)
- > Hazard Communication (e.g., chemical safety and right to know)
- > Fire life safety & earthquake preparedness
- > Sexual harassment & workplace violence

Additional in-service training may include the following topics.

#### Slip and Fall Awareness and Prevention

This course addresses the basic principles of slip and fall hazard awareness and prevention. It shows how to reduce the number of fall related accidents and increase awareness of common hidden hazards. It explains why falls occur, the different types of falls and some of the hazards that are unique to particular businesses or locations, including food service areas and parking lots.





#### **Industrial Ergonomics**

Cumulative trauma disorders, including Carpal Tunnel Syndrome (CTS) and back pain, are reviewed and discussed with a look at the effects of position, force and repetition on their occurrence. Practical application examples are used to illustrate key points.

#### Material Safety Data Sheet (MSDS)

Knowing how to read and understand the Material Safety Data Sheet guides Diamond employees in the safe use of chemicals and help protect them from overexposure. Every on-site and route supervisor and keeps a Chemical Safety Book easily accessible to all employees with MSDS for every chemical that employees use on the job. On a yearly basis, employees are instructed and tested in the OSHA-mandated Hazardous Communication program, part of which details the MSDS, how it's organized and how it should be read, as follows:

Section I: Hazardous Ingredients

> Section II: Physical Data

Section III: Fire & Explosion Hazard

Section IV: Reactivity

> Section V: Health Hazard Information & First Aid Procedures

> Section VI: Precautions for Safe Handling & Use

> Section VII: Special Protection Information

> Section VIII: D.O.T. Information

As part of the Hazardous Communication Program, Diamond employees are also trained in cautions when preparing, storing and transporting chemicals, as well as specific hazardous areas in the facility in which they work and emergency planning.

#### Sanitation/Hygiene

Employees are trained in their role as janitors, and given a complete understanding that Janitorial Services are classified into three general definitions:





- Cleaning, which is the removal of soil from a surface, helping to maintain a sanitary and hygienic environment. Daily cleaning controls the spread of infection.
- Protection, which is the prevention of damage to surfaces and equipment caused by normal use or improper cleaning procedures.
- Beautification, which is the beneficial effect that psychologically boosts staff and visitor morale. Beautification is accomplished through proper cleaning and protection.

They are trained in the importance of soil removal, not only in terms of appearance, but also in terms of sanitation. Soil is defined as dust, dirt, stains, spots, smudges, streaks, lint, odors, infections or any agent that is injurious to health. Soil can be visible, such as dust, or invisible, such as infections and odors.

They are trained that soil can be removed chemically, mechanically, or by the combination of both. Mechanical soil removal is the removing soil with the aid of a machine such as a vacuum cleaner. Chemical soil removal is the removal of soil with a liquid that contains cleaning agents such as detergents, disinfectants, sanitizers, and sterilizers. The combination of chemical and mechanical methods, like an automatic floor scrubber or carpet extractor, uses the chemical method to breakdown and loosen the soil, while the mechanical method picks up and carries the soil away. Whichever soil removal method is used depends upon the cleaning objectives desired and on the size, location, and type of surface to be cleaned.

#### **Equipment**

Training in specific tools of the trade is paramount at Diamond Contract Services. Every Janitorial technician is trained, tested and documented on an annual basis at a minimum. On-the-job training and supervision is performed daily by supervisory personnel.

# Compliance Training

#### Risk Management

It is the policy of Diamond Contract Services, Inc. to achieve the greatest practical degree of freedom from industrial accidents, and to ensure that every employee is





provided safe and healthful working conditions free from recognized hazards. Diamond's Risk Management Program will succeed in providing safe, healthful and pleasant working conditions.

Diamond project management accepts a moral obligation to all subordinates and an economic obligation to the Company to see that operations under their care, custody and control are carried out in an efficient and safe manner.

Along with other responsibilities, safety consciousness is an integral part of Diamond management's thinking and planning. All employees will be trained annually or as needed to recognize and prevent obvious unsafe acts and their potential hazard, recognize that working in an unsafe manner is counterproductive, and most importantly, each employee is encouraged to demonstrate leadership ability by setting a good example in terms of safety consciousness.

To make our approach to safety more effective and uniform throughout the Diamond organization, employees will receive a risk management manual and specialized training outlining and formalizing our Risk Management Program.

#### Fire Life Safety

#### **Purpose**

To demonstrate and instruct all personnel on the proper procedures to follow in the event of an emergency such as Fire or Earthquake.

#### **Policy**

It is the policy of Diamond Contract Services to provide a safe, secure workplace for all of it's employees and, furthermore, to provide information and training to all of it's employees to enable them to survive and cope with fire, earthquake, or other unforeseen disasters while engaged in their normal working activities. Training of employees shall occur annually or as needed.





#### Bloodborne Pathogens/Universal Precautions

#### Purpose

To protect Janitorial personnel, staff and visitors from contamination by potentially infective body fluids/substances. To reduce exposure risk to the Hepatitis B Virus (HBV) and the Human Immunodeficiency Virus (HBV). To reduce transmission risk of bloodborne pathogens in each facility that Diamond Contract Services, Inc., provides service. To comply with the OSHA Bloodborne Pathogens Standard.

#### **Policy**

Diamond Contract Services, Inc., mandates the application and annual (or as needed) training of Universal Blood and Body Fluid Precautions by all Janitorial personnel who have frequent, direct, or minor contact with blood or body fluids/substances during the course of their employment.

#### Hepatitis B Vaccine

The HBV series will be offered to Janitorial personnel free of charge assigned to highrisk areas in order to reduce exposure risk to the Hepatitis B virus.

#### Engineering Controls

Janitorial workers will be training annually or as needed in the appropriate engineering controls and correct barrier procedures for special tasks where exposure to blood and body fluids is possible. These include, room cleaning, sharps removal and transport, biohazardous and medical waste, and cleaning blood and body fluid spills.

#### Exposure Control to Occupational Tuberculosis

#### Purpose

To protect Janitorial personnel from exposure risk to Tuberculosis and reduce transmission risk of Tuberculosis in each facility the Diamond Contract Services, Inc., provides service. To comply with the OSHA Standard, Prevention of Occupational Tuberculosis.



Policy



Diamond Contract Services, Inc., mandates the routine practice of exposure control to occupational tuberculosis by all Janitorial personnel during the course of their employment. Diamond Contract Services, Inc., will provide TB screening for all Janitorial employees.

#### Engineering Controls

Janitorial workers will be training annually or as needed in the correct use and fitting of respirators (if needed) and isolation room techniques to be used when performing housekeeping duties in a tuberculosis - or other airborne disease-infected rooms/areas.

#### Hazard Communication

#### **Purpose**

To provide a single, comprehensive plan to establish, implement, monitor and document all aspects of hazardous chemicals within facilities Diamond provides service. To minimize the incidence of chemically-related occupational illnesses and injuries and ensure minimal risk to Diamond employees and others in these facilities. To train Janitorial employees in all aspects of Hazard Communication, including reading MSDS, annually or as needed.

#### **Objectives**

- To develop a system that addresses the identification of hazardous materials from the point of entry into on-site Janitorial departments to the point of final disposal.
- 2. To develop a system for managing hazardous materials and wastes safely after identification.
- To provide guidelines for on-site Janitorial departments to aid in compliance
  with specific facility policies and procedures and ensure that those policies
  and procedures relating to the various hazardous materials are reviewed, at
  least annually.





- 4. To provide guidelines for on-site Janitorial departments for the proper use of hazardous chemicals to ensure compliance with the federal OSHA Hazard Communication Standard.
- 5. To ensure an effective means of communicating any hazards associated with handling of hazardous chemicals to Diamond employees to comply with the OSHA standard.
- 6. To provide guidelines to be followed when responding to a chemical spill situation.

#### **Policy**

It is the policy of Diamond Contract Services, Inc., to handle all hazardous chemicals and the employee training regarding those chemicals, in accordance with the mandated standards. It shall be our practice to substitute a chemical with a less hazardous material, when the less hazardous chemical can perform the same function. Each on-site Director of Janitorial will maintain a Hazardous Materials Manual that contains:

- 1. A copy of the written Hazard Communication Program
- 2. Chemical Inventory list for Janitorial department
- 3. Copies of Material Safety Data Sheets
- This manual shall be made readily available to each employee working in the department at all times and shall be located in the Janitorial office at the Department of Beaches and Harbors.





# 4: Business and Financial Summary

Please find our completed Business and Financial Summary (Form P-4) inserted in this section.

In addition, please find the following components inserted in this section:

- Functional Organizational Chart
- Company Size, Structure and Description
- Certificate of Insurance (sample)
- Audited Financial Statements



### **BUSINESS AND FINANCIAL SUMMARY**

Attach all documentation listed on Page 27 of the RFP, 2.14.

1. List all of the governmental agencies and private institutions for which your firm has provided janitorial services during the last five years. (At least 5 years' experience in the field must be demonstrated.) FAILURE TO LIST ALL OF YOUR FIRM'S EXPERIENCE WITH GOVERNMENT AGENCIES AND PRIVATE INSTITUTIONS DURING THE LAST FIVE YEARS MAY RESULT IN REJECTION OF YOUR PROPOSAL.

#### **GOVERNMENT AGENCIES:**

Start of Contract	End of Contract	nd of Contract Name of Client		Project Mgr./Contact Person	Phone Number	Description of Services
2007 2005 2005 2006 2001 2000 2000	Current City Current City Current Hou Current LA	nty of Ventura 800 S. V	Ist Street, Room 501, Los A vertication of the control of the co	93009-1080 Susa  O John  CA 91755 Norma  eles, CA 70012 Loretta  publication Susa  Tom to the control of the co	Marcia Kenny (562) 9 Quenon (213) 978-8755 n Klein (805) 981-5282 C Herrell (714) 573-3359 Guest (323) 838-7772 ( Valton (323) 267-3100 Erickson 714) 560-5897	Custodial Services  ustodial Services  Custodial Services  Custodial Services  Custodial Services

Add additional pages if necessary to list all experience with Government Agencies.

### PRIVATE INSTITUTIONS:

Start of Contract	End of Contract	Name of Client	Address of Client	Project Mgr./Contact Person	Phone Number	Description of Services
2005 2000 2007 2001 Services	Current Current	Chapman University One Un Air Quality Management Distri SunTrust Bank, Inc. 303 Peac Natural History Museum 900	ct 21865 Copley Dr., Dian htree Center Ave. Ste. 670	ond Bar, CA Sylvia Oroz , Atlanta, GA 30303 Debbi	(909) 396-2054	Custodial Services Custodial Services Custodial Services

Add additional pages if necessary to list all experience with Private Institutions.

2.	How many	full-time	workers	does	your firm em	ploy?_	1300
----	----------	-----------	---------	------	--------------	--------	------

3. Attach an organizational chart or describe the organization of your firm:

Please see pages 45-46 of this proposal for a detailed organizational chart and description of our organization.

# 4. CREDIT REFERENCES. List at least three recent credit or financial references:

Name	Address	Business Relationship	Contact Person	Phone Number		
Comerica Bank	2321 Rosecrans Blvd. #5000 El Segundo, CA 90245	Corporate Banking	Ray Sykes, Representative	(310) 297-3014		
Clean Source	5580 E. Olympic Blvd. Commerce, CA 90022-5128	Supplier	Bob Friedman, Representative	(323) 837-4110		
Bielski Window & Masonry	P.O. Box 397 Brea, CA 92822	Supplier	Tim Bielski, Representative	(714) 990-4888		
AT&T Mobility	P.O. 538695 Atlanta, GA 30353	Supplier	Matthew Figueroa, Representative	(805) 607-0002		

5. EVIDENCE OF INSURABILITY. Attach a letter of commitment, binder or certificate of current insurance coverage meeting the limits and other requirements of Section 2.24 of the Sample Contract.

Please see our attached evidence of adequate insurance (sample certificate) attached to this section.

6. EMPLOYEE BENEFITS SHEET. Complete attached Employee Benefits Sheet (Page 4 of Form P-4) for your employees.

Please see our completed form P-4 inserted in the Living Wage Compliance Section of this proposal.

7. FINANCIAL STATEMENTS. Attach copies of financial statements (balance sheet and income statements) for the last full fiscal year and any partial year through at least December 31, 2008. Financial statements shall be prepared according to generally accepted accounting principles. Balance sheet shall show assets, liabilities, and net worth. Income statements shall identify operating expenses such as insurance, payroll, employee benefits, and payroll taxes. Reviewed and audited financial statements shall be given greater weight than compiled statements.

Please see our last two years of audited financial statements attached to this section.

8. ADDITIONAL INFORMATION Attach additional pages	s if necessary):
Signature:	10/14/09 Date:
Title: President/CEO	

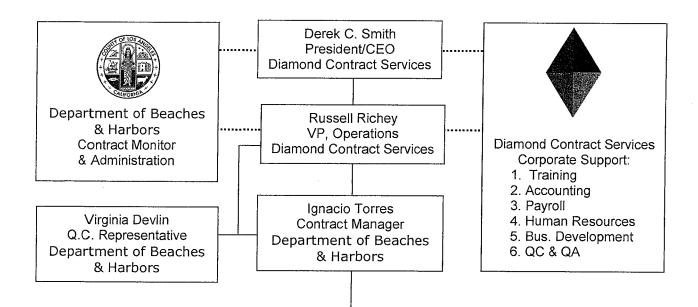
# **EMPLOYEE BENEFITS**

Medical Insurance/Health Plan:  NOTE: All Diamond employees working at this contract will be full-time and will be paid \$11.84 per hour. This rate includes the provision for a \$2.20 per hour health plan benefit.
Employer Pays \$ Employee Pays \$ Total Mo. Premium \$
Annual Deductible Employee \$ Family \$
Coverage (√)  Hospital Care (In Patient Out Patient)  X-Ray and Laboratory  Surgery  Office Visits  Pharmacy  Maternity  Mental Health/Chemical Dependency, In Patient  Mental Health/Chemical Dependency, Out Patient
Dental Insurance: Employer Pays \$Total Mo. Premium \$
Life Insurance: Employer Pays \$Total Mo. Premium \$
Vacation: Number of Days and
Any increase after years of employment, number of days or hours
Sick Leave: Number of Days and
Any increase after years of employment, number of days or hours
Holidays: Number of Days per year
Retirement: Employee Pays \$ Total Premium \$



# Functional Organizational Chart

Diamond Contract Services, Inc., will support its Janitorial Services program at Department of Beaches and Harbors using a responsible and responsive chain of command as outlined below.



#### Department of Beaches & Harbors Hourly Workers by Building

Building	Total Hours per week
DBH Administration	11.0
Chase Park Community Ctr	8.5
Chase Park Boathouse/RRs	82.5
Parcel 77	7.0
Marina Information Center	8.0
DBH Warehouse	1.5
Trailer Complex	6.5
Boathouse	12.0
Santa Monica Yacht Parcel 47	25.5
Financial Services DBH Office	4.0
Dockweiler Youth Center	16.0
Parcel 44 Structure A The Cove	13.5

The above labor hours include all lead, janitorial, floorcare, window washing and project personnel.





# Company Size, Structure and Description

Diamond Contact Services, Inc. (Diamond) is a local service company (corporation) headquartered in Burbank, California. Incorporated in February 1993, Diamond has specialized in Janitorial, carpet cleaning, upholstery cleaning, pressure washing, window cleaning and parking lot cleaning services to governmental facilities, educational institutions, financial institutions, industrial facilities, commercial properties, and medical centers. In addition to our corporate office in Burbank, Diamond maintains regional offices in Anaheim, Ventura and Monterey Bay, California, as well as North Miami Beach, Tampa and Orlando, Florida, and Memphis and Nashville, Tennessee.

Currently, Diamond has approximately 1300 full-time employees and 300 part-time employees and approximate annual revenue of \$33 Million. In addition to our working staff, Diamond has two Vice Presidents, ten Area Managers, forty-five Supervisors, six Quality Control Administrators, two Trainer/Safety Coordinator and thirty-five office staff employees.

Diamond Contact Services, Inc. has been under the current business name and has provided the required, relevant or related service for sixteen (16) years. We do not own, totally or partially any other business organization that will be providing services, supplies, material or equipment, or in any manner does business with ourselves. Diamond does not plan any changes in corporate ownership during the term of the contract.

The following person is solely authorized to represent and bind the company:

Derek C. Smith, President/CEO Diamond Contract Services, Inc. 2249 North Hollywood Way Burbank, CA 91505



#### QUALITY CONTROL PLAN

- 1. Please describe your firm's procedures for ensuring compliance with the Contract terms and conditions.
- 2. Please describe how your firm will prevent unsatisfactory performance of the Contract work, including:
  - A plan for reviewing the work of Proposer and Proposer's employees and ensuring its accuracy and compliance with professional standards;
  - A plan for ensuring that interim deadlines, in any, and delivery dates are met;
  - A plan for ensuring structural follow-up work, as outlined in the RFP is completed;
  - The methods for identifying and preventing unsatisfactory performance of the Contract work; and
  - Documentation methods of all monitoring results, including any corrective action taken

Please see our Quality Control Plan which addresses the above, attached on the following pages.

3. Who will review documents prepared by your office?

Documents will be reviewed by Diamond's Contract Manager and Vice President of Operations, and additional corporate personnel as neccessary.

4. What steps will you take to correct deficiencies reported by the Department or discovered by your reviewer?

The Diamond Quality Control Plan requires investigate and correct deficiencies as reported. For a detailed look at our comprehensive Quality Control corrective procedures, please see pages 56-60 of this proposal.

- 5. If the Department complains that work has not been adequately performed and requests immediate correction, how soon will your firm be able to respond? Response time to complaints and concerns are handled immediately. All Diamond supervisors carry cell phones, and are available on a round-the-clock basis for immediate response to customer concerns. Response shall be within one hour, depending on circumstances.
- 6. If you have a written quality control plan, inspection plan or written procedures for your staff, please attach them.

Please see our Quality Control Plan attached on the following pages.



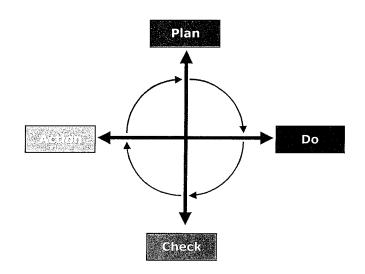
# Diamond's Quality Control Plan

Diamond has developed a practical Quality Control (QC) program with two goals in mind: (1) to serve as a training ground for our employees to take responsibility for the quality of their work, and (2) to facilitate the transfer of knowledge in the improvement of daily service routines, investigating problems and proposing enhancements that help in establishing new or amending existing standards.

# Plan, Do, Check, Action

Diamond uses the *Plan*, *Do*, *Check* and *Action* (PDCA) cycle in conjunction with our proprietary *DOCs* software to manage our Quality Control program.

plan includes all processes and operational procedures that are to be performed, with these procedures becoming the standards with which we execute our services. Do means accomplishing the work according to our performance standards and



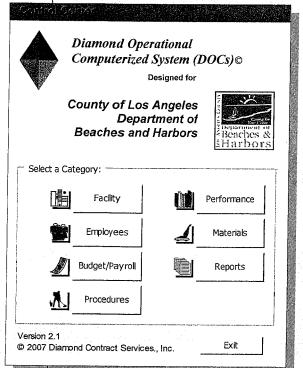
contractual specifications with the client as well as providing the necessary education and training needed to execute the job properly. Leneth is the examination of the results of our work, that is, making sure the actual services executed conform with performance standards. The means any necessary action taken, resulting from the outcomes of *Check*. If the service does not meet specifications, an immediate remedy is introduced. The reasons for defects are examined in the *Action* stage to determine whether the source of the problem lies in the *Plan* stage (i.e., specifications are unsuitable) or the *Do* stage (i.e., technicians are not doing their job properly). If the problems occur in the *Plan* stage, performance standards are revised or improved. If problems occur in the *Do* stage, additional training is given to our technicians in order to prevent recurrence.





### DOCs: Diamond's Operational Computerized System®

Diamond's compliance with industry best practices has prompted the development of a proprietary software application to help manage service costs downward while improving productivity and quality, as well as manage workload fluctuations and surges.



The Diamond Operational Computerized System® (DOCs) defines responsibilities, improves communication between departments and increases efficiency. Based on established time and motion studies, the program's database provides managers with accurate time measurements to perform individual tasks. The software provides quick access to volumes of data through a user-friendly interface. All functions are quickly accessible and selected components are customizable to the needs of the client. Components of the system include:

#### Facility Module

Each facility's statistical profile, labor-related information, and building/departmental information needed for the manager to effectively coordinate janitorial activities within the scheme of the entire project is maintained.

#### Employee Module

Each employee's identification, personal, wage, benefit, physical, injury, disciplinary, performance, work schedule, area assignment, work status, job description, direct supervision and complete training records are databased for quick access and manipulation.

#### Budgeting/Payroll Module

For each pay period the application documents employee hours worked and produces the necessary documentation (time

sheets) to process payroll. Maintains daily and period budget reports.

#### Procedures Module

Provides scheduling of work on routine and project basis. Automatic follow-up scheduling occurs when work is not completed as planned. Generates work orders, completion and scheduling reports.

#### Performance Module (Quality Control)

Generates inspection reports and schedule based upon facility, employee and procedural information. Maintains quality and performance status of each facility area in graphic and table form. Maintains Quality Improvement Program, generates and archives reports.

#### Materials Module

Maintains equipment inventory and automated supply ordering system. Maintains facilities', or departments' chemical and hazardous substance lists and Material Safety Data Sheets.

#### Reports Module

Provides a complete host of automated reports that can be produced for internal and external review of any of the application's modules, or components. Sample reports may include Performance Inspections, Performance Profiles such as Area and Surface Types, as well as Project Analysis, and Employee Reports.





In conjunction with the *PDCA* cycle, we employ several tools managed by our *DOCs* software to effectively organize workflow, analyze our performance, collect and interpret data, investigate vital points, identify major causes and report to Diamond management and our customer. These are:

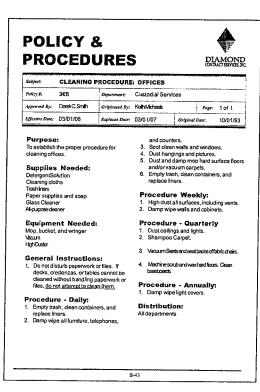
- Daily Task and Project Cleaning Schedules
- Project Cleaning Completion Reports
- Performance Inspections
- Performance Data and Graphical Reports
- Customer Satisfaction Surveys
- Internal Operations Audits

To offer Department of Beaches and Harbors the best possible service delivery, Diamond remains at the forefront of innovative ideas and concepts in cleaning techniques, standards and customer satisfaction. To ensure we stay abreast of breakthrough technologies, Diamond is an active member in several associations such as the Joint Commission of Accreditation of Healthcare Organizations (JCAHO) and International Facility Management Association (IFMA). Additionally, Diamond's ongoing training and research assure not only compliance with regulations, but provide all facilities with maximum performance compatible with the high standards demanded by all property managers.

# Cycle Stage: Plan

In the *Plan* stage, Diamond's Performance Standards are fully scrutinized, then implemented. Each cleaning task outlined in the contract specifications is reduced to its component parts to ensure maximum efficiency and quality control. All procedures must earn the approval of Diamond's President/CEO and Vice President of Operations and are incorporated in a set of policy and procedures specifically designed for Department of Beaches and Harbors.

Diamond's methods are constantly being evaluated and improved through the introduction of new







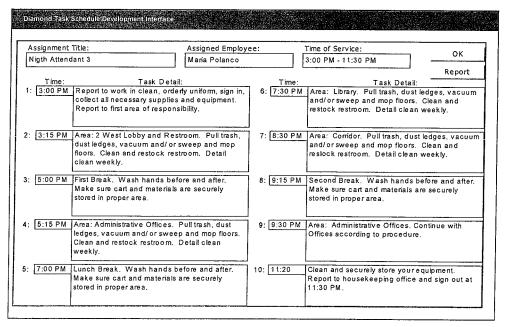
procedures by our employees, managers and customers. Our trainers, technicians and other support specialists work to ensure that Diamond remains the industry leader in the provision of quality services, while working closely with customers. We are dedicated to making the latest information available for our field personnel and facilities we serve.

#### Plan Stage: Task Assignment Development

Once client cleaning specifications are fully disseminated, a routine schedule of daily cleaning is constructed for each work area. Only if each Diamond employee knows exactly what is expected as far as his/her work can the employee be expected to contribute positively to the goals of the department.

By definition, a daily task assignment is one (1) day's work for one (1) Diamond employee. A written job assignment represents many hours of strategic input from the supervisory staff as well as the line employees. Daily Task Assignments shall be managed by the *DOCs* interface, spreading the entire project's cleaning requirements over the shift so that each component is continuously cleaned without periods of excess activity. This allows time for any additional duties to be accomplished within normal routines.

The initial information is set up by the Diamond Contract Manager, who provides listings of all the rooms and areas, frequencies and times of service and employee manpower. This information is, in turn, entered into the *DOCs* database that



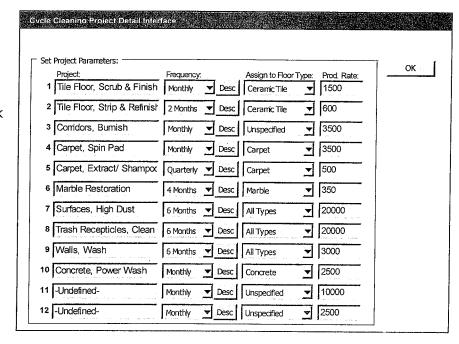




balances the schedule through the Task Schedule Development Interface so that an even amount of work is done by each employee during his/her shift period.

### Plan Stage: Defining Project Requirements and Building Information

In addition to daily tasks, a routine plan of project cleaning must be constructed. Again, our goal is to create daily task assignments for project personnel equalling one (1) day's work for every Diamond employee, as well as breaking down large projects, i.e. quarterly carpet shampooing in a building into weekly segments of



work. This process begins by first defining all project work according to client contract specifications. All information is entered into the *DOCs* Cycle Cleaning Project Detail Interface in terms of project type, frequencies, area/floor type assignments and production rates.

The Planning stage also requires that building structural information be organized using DOCs'
Building Department
Room/Areas Interface. As an example, building
Departments are broken down by section or floor, individual rooms, area types assigned to rooms, serfaces within area type and floor

	Department Name:	Building 46		
I.D. Number(s)	Room/Area Name	Area Type	Sq Ftg	
100, 102, 104, 106	1st Floor Offices West	Office	2,854	
200, 202, 203, 205	2nd Floor Offices West	Office	2,541	
M11, F11, M13, L13	2nd Floor Rest Rooms West	Restroom	558	<u> </u>
116-122	1st floor class rooms	Classroom	6,859	ОК
M1, F1, M3, L3	1st Floor Rest Rooms West	Restroom	582	
Center Common Area	Center Common Area	Common Areas	165	
Hallways 1st Floor	Hallways 1st Floor	Corridor	365	
Hallways 2nd Floor	Hallways 2nd Floor	Corridor	365	
		"		Average Pro
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types and square footages. This detailed data becomes necessary in order for *DOCs* to effectively create project schedules for work to be completed as well as generating predefined performance inspection forms.

### Plan Stage: Project Cleaning Schedule

Once the component parts of required projects as well as building, department, room area information has been clearly defined in DOCs, the Diamond Project Project Schedule is generated as a blueprint of assigned work distributed in equal weekly amounts. It ensures that within each required project type, assigned dates of

New Report	Chapma	n Unive	rsity		A
Print	Project	Scher	dule		
c- Return		siech:	47 MILE 14		
- neum	Tile Floor,		Finish		
Instructions: 1) Cotum on time circus:				description of Park 19 1	*
ned 5) Pirtue solitions	s) ricoure area, of mediate of with wet-vac, tinze floor, allow	Jupang sela	non, mepon adu Danaka S	floor, let stand 5 min; 4) Machine soub	MADE STUDDING
heart of the trees against to	MIN MET-MOC, IN ME HOLE, GROW	in probled wb	bh v coata u	non, arying between	
				Total Task Hou	ars: 92.55
Room/Area	Department	Week	Comp'd	Comments	TaskTime
	<u>.</u>	4 -			(min) -
1004 – Academic Computers	Academic Computer H	6 10/30/04	117/07/04	Completed as scheduled no problems	33.86
100 - Academic Computers	:écademic Computer H	10/31/04	11/01/04	Completed as scheduled, no problems	55.4(
100 - Almri	Alemai House	10/31/04	11/02/04	Completed as scheduled, no problems	17.7
103 - Alumi	HumniHouse	10/31/04	ำบันนั้น	Completed as echeduled, no problems	20.8
101 - Alurri	Alumni Hause	10/31/04	าบกวกน	Completed as schaduled, no problems	26.80
102 - Alumi	Alumni House (5	10/31/04	11,416/04	Completed as scheduled, no problems	25.12
3 - Campus Dining Services	Arguros Faium	35)	TAL A	Completed as scheduled, no problems	41.00
11 - Facilities Monagement	Arguros Foliam			Completed as scheduled, no problems	32.60
1000-4 - Facilies Management	Arquios Failin	1D/31/D4	17/01/04	Completed ex scheduled, no problems	21.00
182 – Residence Lile	Argeros Faitani	10/31/04	10/31/04	Completed as scheduled no problems	24.60
1804 - Campus Dining Services	:Argeros Forum	10/31/04	11/05/04	Completed as scheduled, no problems	172.84
A - Facilites Management	: Arguros Forum	10/31/04	11/04/04	Completed as scheduled, no probleme	77.00
10 ~ Facilities Managament	Avageos Forum	10/31/D4	11/01/04	Completed as scheduled, no problems	30.12
1000 - Campus Dining Services	Алдигов Рация	10/31/04	11/07/04	Completed as echeduled, no problema	182.84
108 - Campus Dining Services	Агдиов Гонип	11/07/04			289.40
BDC - Campus Direng Services	Argpros Folum	11/07/04			117.00
IDI - Residence Lile					

completion for every building area is clearly displayed, serving as a structure for documenting contractual compliance with required frequencies.

The Cycle Cleaning Project Schedule shall be created automatically in *DOCs* from data that was previously entered to spread the cycle cleaning requirements over the year so that Diamond Project personnel are efficiently performing cycle cleaning tasks without periods of excess activity. This allows for the many additional unscheduled duties to be accomplished within a normal routine.

# Cycle Stage: Do

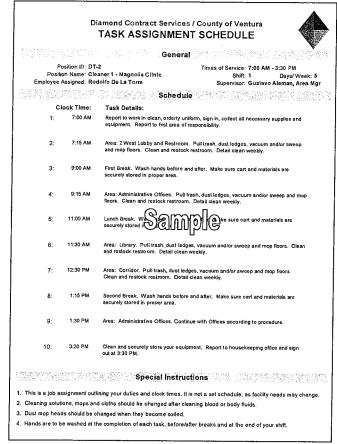
The *Do* stage of our *PDCA* cycle starts with the education and training of our managers, shift leaders and technicians in the proper methods of cleaning, managing, and motivating. After the training phase, the daily performance of the work and the utilization of operational procedures must be assigned and monitored.





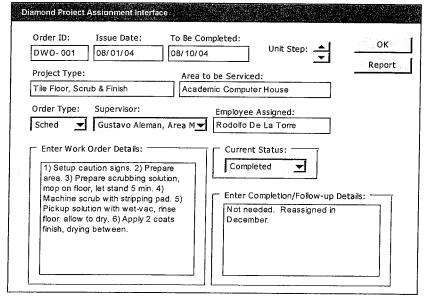
### Do Stage: Daily Task Deployment

Once all task scheduling information has been entered into the *DOCs* interface, the Diamond Contract Manager shall issue a preliminary Task Assignment Schedule produced by DOCs for each janitorial employee to be completed during the shift period. Listed are all duties to be performed during each time segment of the work shift, including break periods. The Contract Manager will monitor the work loads, make necessary adjustments, then re-enter into DOCs any changes (if any) which automatically tabulates the information. DOCs then produces revised Task Assignment Schedules, which in turn, are issued to employees.



### Do Stage: Project Cleaning Deployment

Once the initial project cleaning schedule is in place, listings of all projects and rooms/areas are grouped so that an even amount of work is assigned each week. The next step is to assign individual project tasks to employees using the Project Assignment Interface. All record keeping will be maintained in the DOCs



database of each assigned task, including issue and projected completion dates, project type, service area. supervisor and employee assigned.

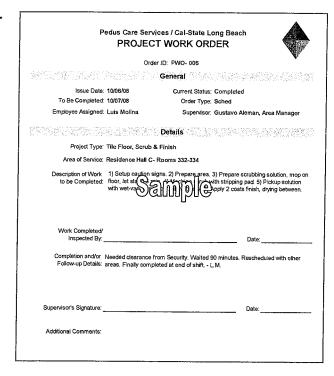




### Do Stage: Cycle Cleaning Work Order

The project technician will then be issued a numbered Work Order form for each project task produced from *DOCs* to be completed according to the directions. The form is completed by the employee, giving completion and/or follow-up details, endorsed and dated. The endorsement verfies that he/she has inspected the work.

At his/her earliest opportunity, the project technician will return the completed work order to the office for data entry into the *DOCs* database.



Should rescheduling the work be required, a subsequent work order will be produced prior to the new completion date.

### Do Stage: Room Completion Record Keeping

Once data from each work order is entered into the DOCs database, a tabulation of "results" versus "planned" project cleaning tasks are generated for review by Diamond management. Each room/area will display a detailed completion history or a red flag when assignment dates do not coincide with scheduled

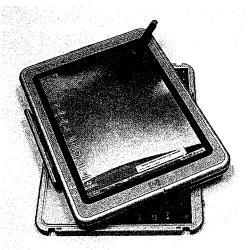
Room Completion History		
Room/Area ID:	100A - Academic Computers	<b>]</b> 4
Project:	Tile Floor, Scrub & Finish	
Next Week Assigned:	11/28/04 Freg: Monthly	
	Completion Notes:  Completed as scheduled, no problems.	OK Enter Record Edit

dates of completion. Composite completion/ exception reports are generated to ensure all mandated project cleaning requirements are met.





# Cycle Stage: Greek



The Check stage of the PDCA cycle entails not only verifying that the work is done according standards, but continually updating both the standards and operational procedures as cleaning flaws or deficiencies are detected from all information uploaded into our DOCs database. Reports are generated, distributed and analysed. Scientific surveys are conducted to further evaluate what we do. In conjunction with these computerized tools, Diamond conducts informal and formal rounds to inspect the facility. We regularly attend the Performance Evaluation Meetings as well as hold our own internal employee monthly meetings to

solicit input and listen to concerns. Moreover, Diamond has developed an extensive Internal Operations Audit program that ensures Diamond is performing well beyond the requirements on the contract. Finally, Diamond provides strong corporate support to our managers and technicians.

The purpose of Diamond's Performance Inspection, Customer Survey and Internal Operations Audit programs is to:

- Provide a structured program for monitoring the quality of cleaning.
- Provide a historical record of programs and achievements for regulatory agencies and Administration.
- Provide feedback on the cleaning quality and contract operations so that corrections can be made on an as-needed or ongoing basis.

# Gheek Stage: Performance Inspection: Procedure

 The Quality Control Manager and/or Contract Manager will conduct a minimum of two Performance Inspections, per building, per month. These inspections shall include the employee responsible for the area being inspected.





2. Performance Inspections will be completed electonically on hand-held devices with all data being uploaded from DOCs and the completed form printed in triplicate – one copy issued to the technicians, one copy will be turned into the Diamond's Corporate Office for filing and one will be maintained by the Contract Manager. All inspection sheets are to be completed accurately and signed by the Contract Manager. If an assigned area is maintained by more than one individual, the inspection sheet must include the initials of all assigned technicians.

		-		Various Facilities E INSPECTION	3R-Y	WARE
		I <b>AN</b> d ∫Re			150	REE SON A
			erno			
	Record:	<b></b>		▶ 372 of 374		
Building: African Americ	an Libra	ry		Date: 01/19/09		
Room/Area ID: AAL102				Inspector: V. Devlin Q.	A Mgr.	
Room/Area Name: Main Library				Employee: Marc Brown	1	
Room/Area Type: Library				Overall Score: 88.93 %		
	Part 1	: Surf	ace	Inspection		
ID Surface	s	U	_	ID Surface	s	U
1 Baseboard	х		7	26 Horizontal Surface	x	
2 Bookcase	x		1	27 Ledge	X	<del>                                     </del>
3 Bulletin Board	×	ļ · · · ·	1	28 Light Fixture	×	
4 Cabinet	x		1	29 Light Switch/Cover	x	
5 Cart	x		1	30 Mat, Floor	×	
6 Ceiling/Sprinkler		х	1	31 Partition		
7 Chair	х		1	32 Picture Frame	×	
8 Clock, Wall	х		1	33 Stainless Steel	х	
9 Computer Terminal	х		1	34 Table	x	
10 Corner, Floor	_ x		1	35 Telephone	×	
11 Corners/Edges/Expansions	(0)	7 [7	1	36 T Ish Recepticle		х
12 Desk	7		'n	1016	×	
13 Display Case	7540		μι	Surface	х	
14 Door - Threshold	х		1	39 Wall	х	
15 Door Frame/Jamb	х		1	40 Window-Inside	х	
16 Door Surface/Knob	х		1	41 Woodwork	х	
17 Drapes/Blinds	х		1	42		
18 Drinking Fountains	х		1	43		
19 Entrance Door	х			44		
20 Floor Finish			1	45		
21 Floor-Carpet	х			46		
22 Floor-Tile				47		
23 Furniture	х			48		
24 Glass	х			49		
25 Grafitti, Remove	х			50		
	Part 2: F	roce	dur	al Inspection		
1 Dustine	100.0	0/		2 Trees Danies -1	105.5	
1 Dusting 2 Damp-Wiping	90.0	%		3 Trash Removal	80.0	%
	85.0	<b>%</b>		4 Mopping/Vacuuming Floor	88.0	%
Comments: Marc, let's discuss furth	er.					
Virgina Devlin				Alicia Antone	9	
spector's Signature				Administrator's Signature		





- 3. The Performance Inspection will be utilized and the following procedures adhered to:
  - a) Each room surface is evaluated Acceptable or Unacceptable, and each procedure is rated on a percentage basis.
  - b) If a discrepancies required immediate attenton are noted, a completion date for correction must be established by the Contract Manager and a Reinspection scheduled.
  - c) The Quality Control Manager and/or Contract Manager shall re-inspect the area within two (2) days to ensure that all discrepancies have been corrected.
  - d) The Quality Control Manager and/or Contract Manager will initial and date the comment box indicating that the discrepancies have been corrected.
- 4. Instructions for completing the Performance Inspection:
  - a) Use the appropriate Performance Inspection for the area to be inspected (i.e., Administration Department, First Floor Restroom).
  - b) Complete Part 1: Surface Inspection of the form. Using Diamond's performance standards as a guide, inspect surface area for compliance (i.e., check for dust, dirt, lint, fingerprints, litter, graffiti, spots and stains. Also check floors for scuff marks and if finish is needed). For each surface inspected, designate Acceptable or Unacceptable.
  - c) Complete Part 2: Procedural inspection of the form. Using Diamond's performance standards, inspect procedural area for compliance (i.e., Dusting, Damp-Wiping, Trash Removal and Floor Cleaning). For each procedure inspected assign a "Percentage of Clean" score with 85% as the minimum acceptable standard.
  - d) If Unacceptable items from either part are present requiring immediate attention, there should be a brief explanation typed addressing what was wrong in the comments box.
  - e) The final score will be automatically tallied at the top of the form.
  - f) After Performance Inspection is done, it should be printed and shown to the technician and initialed by him/her.





#### 5. Follow-Up Inspection

A follow-up inspection shall be conducted within three (3) days of the initial inspection if the original rating is below 85%. The same procedure for follow-up inspections shall be used as in the initial Performance Inspection.

### Gheak Stage: Quality Control Ratings Reconciliation - Statisical Reports

This component of *Check* records all scores calculated during Performance Inspections. Generated by *DOCs*, the Peformance Improvement Statistical Report ranks predefined areas, i.e. buildings, area types, surfaces and procedures related to the facility for specific period(s) on a single page, enabling management to quickly screen, review and compare the level of quality and cleanliness in each of these areas and identify specific areas of concern.



# California State University Long Beach Performance Improvement Report - Area Type



Report Level: Monthly

Period: January 2007 - December 2007

	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07
<u> Area Type</u>												
Classroom	89.35	90.01	92.51	89.35	90.45	88.27	94.50	89.35	94.71	91.80	89.35	93.07
Conference Room	87.70	88.76	85.28	88.84	89.70	88.67	93.43	88.13	88.54	91.02	87.36	90.32
Corridor	93.46	93.09	86.75	92.37	90.67	86.75	92.86	94.04	86.75	88.75	87.03	87.23
Dining Room	90.08	93.44	93.00	86.94	87.45	87.02	88.27	91.08	85.00	89.24	87.39	90.31
Kitchen	88.49	86.88	86.73	85,98	90.22	86.73	86.17	86.81	83.92	89.54	89.99	90.45
Lab	94.29	90.94	88.67	( O-53-	~9 <del>9</del> ~	\r\$P-3	5.05م	85.56	90.94	85.23	89.04	90.94
Locker Room	87.32	87.27	92.01	78 Or	314 A A	1101	72	94.15	88.38	87.77	92.68	93.88
Lounge	89.91	96.31	89.50	C.4L	المالهاك	الباهج ال	<b>7.22</b>	91.71	96.31	90.77	90.95	96.31
Office	89.95	90.39	89.80	88.19	90.35	<b>Ч</b> 9.93	89.65	89.53	90.54	89.32	89.04	90.25
Parking Lot	85.72	92.08	81.45	86.30	91.56	84.41	89.23	86.88	90.28	83.10	86.40	91.46
Reception Area	88.73	84.08	85.65	90.64	83.90	85.65	90.27	86.12	86.19	85.65	88.21	84.08
Restroom	89.52	88.14	87.70	89.22	88.53	87.16	89.44	89.52	88.25	87.49	89.22	88.53
Storage Area	89.46	89.28	90.27	89.52	88.65	90.80	89.23	88.97	89.63	90.48	88.77	89.28
Store	85.43	96.50	92.02	94.84	96.50	90.29	96.50	86.39	96.50	94.30	94.19	96.50
Theatre	88.20	93.46	94.30	87.88	88.15	93.46	93.96	94.60	86.50	88.43	88.52	94.86
Utility Room	85.44	87.60	85.47	85.51	87.60	91.36	88.62	82.29	87.60	85.47	85.51	87.60
Work Room	89.03	89.39	89.28	89.54	88.70	89.94	88.97	89.16	89.09	89.86	88.93	89.13
Total	88.95	90.45	88.85	88.97	89.94	88.72	90.65	89.08	89.36	88.72	88.98	90.83
Office Parking Lot Reception Area Restroom Storage Area Store Theatre Utility Room Work Room	89.95 85.72 88.73 89.52 89.46 85.43 88.20 85.44 89.03	90.39 92.08 84.08 88.14 89.28 96.50 93.46 87.60 89.39	89.80 81.45 85.65 87.70 90.27 92.02 94.30 85.47 89.28	88.19 86.30 90.64 89.22 89.52 94.84 87.88 85.51 89.54	90.35 91.56 83.90 88.53 88.65 96.50 88.15 87.60 88.70	99.93 84.41 85.65 87.16 90.80 90.29 93.46 91.36 89.94	89.23 90.27 89.44 89.23 96.50 93.96 88.62 88.97	89.53 86.88 86.12 89.52 88.97 86.39 94.60 82.29 89.16	90.54 90.28 86.19 88.25 89.63 96.50 86.50 87.60 89.09	89.32 83.10 85.65 87.49 90.48 94.30 88.43 85.47 89.86	89.04 86.40 88.21 89.22 88.77 94.19 88.52 85.51 88.93	90.25 91.46 84.08 88.53 89.28 96.50 94.86 87.60 89.13

Project Manager's Signature:





#### Gheel Stage: Graphical Reports

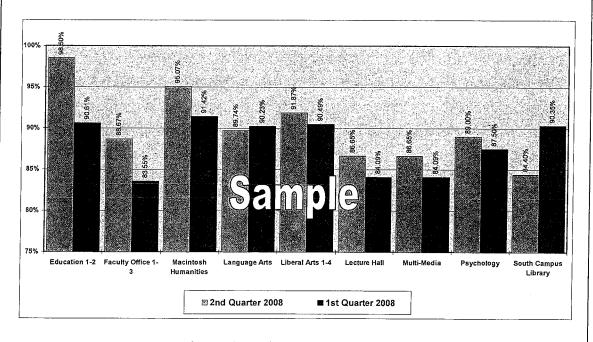
Graphical reports are an important tool used in the Check stage. Generated by DOCs, they provide data and/or visual representations of inspected areas for a specific Area (i.e. Building 1, Building 2), specific Area Type (i.e. Restroom, office, reception area), specific Surface (i.e. floor, furniture, sink) or specific procedure (i.e. dusting, damp wiping, trash removal, floor cleaning). This information illustrates what procedures, techniques, or other items need improvement. Reports are generated from information derived from the Performance Inspections and reviewed on a periodspecified basis with comparisons to assess performance.



# California State University Long Beach Performance Profile: Buildings (Zone 4)



Graph Level: Quarterly 2nd Quarter 2008 / 1st Quarter 2008



Average Inspections Per Period: 352.40

Total Performance Average: 2nd Qtr-08 1st Qtr-08

90.06% 88.04%





# Shedk Stage: Customer Surveys

The purpose of customer surveys is to effectively monitor our service by seeking objective feedback from facility staff and provide them a voice in the rating of janitorial performance via direct communication line with the Diamond corporate office.

Tri-fold Customer Satisfaction Surveys shall be issued directly to facility staff personnel on a predetermined basis. These cards contain several janitorial service categories which are asked to be rated on a 1 to 5 basis (5 = excellent, 1 = poor).

Upon returning by business reply mail directly to the Diamond corporate office, survey cards are tallied on Diamond's Customer Survey Results software, formulating a final customer service rating.

When a composite rating falls below 3.5 (minimum Diamond standard) the Contract Manager shall submit a plan of action to the Vice President of Operations detailing how a rating of at least 3.5 shall be reached by the next survey period.

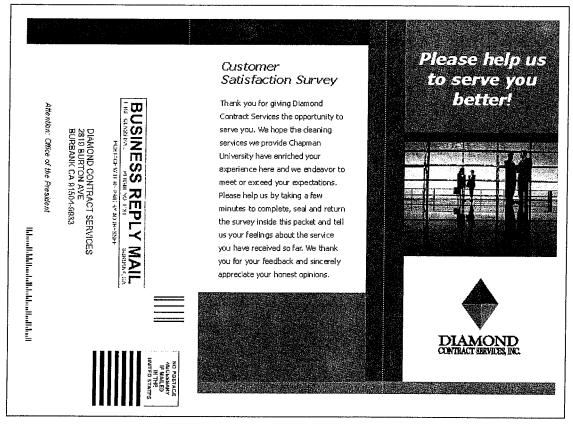
Copies of survey cards which had substandard numerical results shall be returned to Managers who shall, in turn, meet with each identifyable responder and complete Diamond's Customer Survey Follow-up form. Completed forms shall be returned to the Division Manager.

A sample of Diamond's Customer Survey form follows.





# Sample Tri-Fold Survey Outside (Top) and Inside (Bottom)



	Only y Parking	Please check the appropriate boxes with Overall campus condition and cleanliness	5 being excellent and 1 being poor. Diamond personnel and management
'e Do a	٦.	Classrooms and instructional areas  Restrooms  Offices and meeting rooms  Lobbies, reception, and public areas  Corridors and throughways  Lounges  Exterior areas  Other areas  Trash removal  Odor control  Janitorial Noise levels  Suggestions, comments and additional improvem	Profession alism  Responsiveness  Courtesy  Completion of tasks  Timeliness  Appearance  Overall communication  Consistency  Problem solving and other issues
	Clearroom e Corference Rooms Corridors Courigos Loungos Courigos Receptos Aross Receptos Aross		





# Sheak Stage: Informal Rounds

The purpose of informal rounds is to establish strong lines of communications between the Janitorial Department and Department of Beaches and Harbors staff.

Conducted by Diamond Contract Manager, Quality Control Manager and Trainers, rounds should occur whenever Diamond Management Personnel are inspecting the facility. It is Diamond's policy to ask someone from the Department (being inspected) to informally tour their area. It is important to solicit as much input as possible to evaluate consistency in cleanliness. Results of the inspection are shared with the Department Head or his/her representative from the department.

Quality Control and Contract Managers should be good listeners and keep accurate and thorough notes. Most important, they must ensure promises made are promises kept, and always communicate progress on the areas that have been attended to or are in the process of being completed.

This vital link of communication and feedback virtually guarantees that problem areas can be resolved without having to go over that Contract Manager's head. It is important that the Quality Control and Contract Manager establish a rapport with heads or representatives of each facility.

# Gheal Stage: Formal Rounds

To establish a formal documented inspection with Department of Beaches and Harbors's Contract Inspector, it is encouraged that a minimum of bi-weekly (preferably weekly) tour of each facility occur between Department of Beaches and Harbors's Contract Inspector and Diamond's Contract Manager and Quality Control Manager.

A concensus of the specific area(s) to be inspected should be made in advance. During rounds, all comments should be recorded (both positive and negative) and facility staff in the area should be interviewed for feedback.

When the rounds are completed, communicate to the Department of Beaches and Harbors Contract Inspector both verbally and in writing those items discussed. If any corrective steps must be taken, these issues must be communicated to the Diamond Corporate Office.





# Cycle Stage:

This segment of the *PDCA* cycle encompasses Diamond's Internal Operations Audit, Performance Evaluation and Employee Meetings, Employee Recognition and Corporate Support.

	Stage:	Internal	<b>Operations</b>	Audit	(IOA)
and the state of the state of	Stage,	Tireci iidi	Operations	Audic	(

The IOA is designed to verify and document that all performance requirements are met on a consistent basis. It is a computer-generated tool that calculates and records the status of each Diamond-serviced facility in terms of quality and compliance on a quarterly or predetermined basis. The IOA assures Management that policies and procedures which determine our success as a company are implemented and practiced. These areas include, but are not limited to, account organization, cost control, personnel files, training, quality, labor relations, supplies and equipment. This valuable tool, coupled with other elements of the *PDCA* cycle and our additional components will provide you with exceptionally clean, safe and aesthetically pleasing facilities for your staff and visitors.

	Diamond Contract : Internal Operati		nc.	4
Facility:	Score Th	is Period:		V
Date:		st Period:		
Category	Method	Gravity	Grade (%)	Comment
Account Organization and Documentation				
Office Appearance	Analysis	10		
Manuals in place	Analysis	10		
Company Correspondence Files Maintained	Check Records	2.5		
Customer Correspondence Files Maintained	Check Records	2.5		
Chemical Safety Book w/MSDSs	Analysis	10		
Other:				
Cost Control		ory Score:		
Sign-In Sheets (or other) Completed	Random Check	5		
Hours Tracked Daily Compared to Budget	Random Check	5		
Payroll Expenses - Standard Hours (Hourly)	Random Check	5		
	Random Check	2.5		
Supply Expenses	Random Check	5		
Other Expenses: out of pocket	Random Check	2.5		
Other:				
Personnel Files		ory Score:		
Proper W-4 Form	Sample 20% of Staff	10		
I-9 Form	Sample 20% of Staff	10		
	Sample 20% of Staff	10		
Personnel Action Forms	Sample 20% of Staff	10		
	Sample 20% of Staff	10		
	Sample 20% of Staff	10		
	Sample 20% of Staff	10		
	Sample 20% of Staff	10		
Other:				
Other:				
	Catego	ory Score:		





# Internal Operations Audit (IOA) (Continued)

	Diamond Contract S Internal Operatio			
Facility:	Score This	s Period:	:	
Date:				•
Category	Method	Gravity	Grade (%)	Comment
Staff/Training	_,			
General Morale	Analysis	10		
Hourly Training Program Compliance	Check of Records	10		
Training Documentation	Check of Records	10		
Training Effectiveness	Spot Check Employees			
Supervisory Training Program Compliance	Check of Records	5		
Other:				
Quality	Catego	ory Score:		
Q.A. Inspection Program Compliance	Check of Records	10		
Re-Inspections Conducted	Check of Records	5		
Inpections Consistent and Accurate	Analysis	5		
Quality Improvements made in troubled areas	Analysis	5		
Q.A. Scores	Record Check	10		
Other:				
Area/Task Assignments	Catego	ry Score:		
Current and Correct	Random Check	10		
Posted	Random Check	5		
Work Orders Used for all Project Work	Random Check	5		
Project Schedule Complete	Analysis	10		
Follow-up System Viable	Analysis	5		
Other:	1			
Supply Room	Categor	ry Score:		
Supply Room Appearance	Analysis	5		
Adequate Supplies	Analysis	5		
Inventory Control System	Analysis	5		
Logging System	Analysis	5		
	Page 2 of 5			

	Diamond Contract Internal Operati			
Facility:	Score Ti	his Period:	:	
Date:	Score La	Score Last Period:		
0-4				
Category	Method		Grade (%)	Comment
Supplies Secured	Analysis	5		
Ordering Controled	Analysis	5		
Other:				
Carriamant	Cateç	gory Score:		
Equipment		<del></del>		
Storage Areas Neat and Clean	Analysis	. 5		
Equipment Neat, Clean, Well Cared for	Analysis	5		
Inventory up-to-date	Check of Records	2.5		
Maintenance Records up-to-date	Check of Records	2.5		
Control of Issuance	Analysis	5		
Other:				
1 -t	Categ	ory Score:		**
Labor Relations				
Weekly Meetings Held and Documented	Analysis	5		
Is Progressive Discipline Used?	Analysis	5		
Documentation Accurate & Sufficient	Random File Check	5		
ls Turnover Rate Justifiable?	Analysis	2.5		
Do Employees sign for paychecks?	Record Check	2.5		
Other:				
		ory Score:		
Documentation of Committee Participation		<del>, , , , , , , , , , , , , , , , , , , </del>		
Safety	Check of Records	4		
Infection Control	Check of Records	4		
Quality	Check of Records	4		
Other:	Check of Records	4		
Other: Staff Education	Check of Records	4		





# Internal Operations Audit (IOA) (Continued)

Facility:	Score Thi	s Period:						
			-	Ab				
Date: Score Last Period:								
Category	Method	Gravity Grade (%)	Comment					
Cleaning Performance		*····						
Classrooms	Inspect Sample Room	5						
Conference Rooms	Inspect Sample Room	5						
Corridors	Inspect Sample Room	5						
Dining Rooms	Inspect Sample Room	5						
Kitchens	Inspect Sample Room	5						
Locker Rooms	Inspect Sample Room	5						
Lounges	Inspect Sample Room	5						
Offices	Inspect Sample Room	5						
Parking Lots	Inspect Sample Room	5						
Reception Areas	Inspect Sample Room	2.5						
Restrooms	Inspect Sample Room	2.5						
Storage Areas	Inspect Sample Room	2.5						
Utility Rooms	Inspect Sample Room	2.5						
Work Rooms	Inspect Sample Room	2.5						
Random Room:	Inspect Sample Room	2.5						
Random Room:	inspect Sample Room	2.5						
Random Room:	Inspect Sample Room	2.5						
Random Room:	Inspect Sample Room	2.5						
Random Room:	Inspect Sample Room	2.5						
Random Room:	Inspect Sample Room	2.5						
Random Room:	Inspect Sample Room	2.5						
	Catego	ry Score:						

	Diamond Contra Internal Oper				4
Facility:	Score	This Period:	:		
Date:					•
Category	Method	Gravity	Grade (%)	Comment	
Opinions and Impressions			1		
Improvements Since Last evaluation	Analysis	25			
Overall Impression	Analysis	50 tegory Score:			
Objectives for next evaluation period:					
Auditor's Signature		Date			
Account Manager's Comments:		Date			
Account Manager's Signature		Date			
	Page 5 of 5				





### Stage: Performance Evaluation Meetings

A meeting of concerned individuals, involved in the daily operation of the facility, to resolve or clarify particulars to that operation. The Performance Evaluation meeting is an essential part of the Customer Relations and Quality Control Programs.

Generally, Performance Evaluation meetings are held quarterly, or whenever a problem arises for joint discussion. In the event of a meeting cancellation, every effort will be made to reschedule. All parties concerned should be notified of reason of cancellation and advised as to the tentative reschedule date. This date should be confirmed as well in advance as possible.

This meeting is a vehicle to solicit both positive and negative comments. It is used to increase our rapport with concerned individuals, both as a company and a customer. It should be conducted not as a gripe session, but to allow the exchange of viewpoints. Agendas should be prepared in conjunction with the Department Head's particular concerns, issues, and needs for the facility's daily operations.

# Stage: Employee Meetings

Monthly employee meetings have many purposes, but for the Quality Control Program, they are a forum for discussing quality achievement and how to correct or improve quality.

The entire staff of the Janitorial Department and anyone who would help address the Quality Achievement of the Department shall attend. Shared are the overall ratings that have been achieved in the Department since the last meeting, and discussed whether the rating is up or down as compared to the last time and how to achieve future goals as well as areas of weakness that need to be addressed during the next few weeks.

# Stage: Recognition

It is one thing to do a good job and quite another to be rewarded for good performance. It is human nature to discuss things with our employees when they do something inaccurately, but we tend to overlook praise when it is well deserved.

Operations Managers should praise technicians for their quality achievement, and take time to recognize their positive efforts. A portion of the monthly training session





should be dedicated to reward positive behavior and to "celebrate" a clean and safe facility.

In addition, Certificates of Achievement are presented at the completion of our Employee Training Program, a luncheon or tea is held and the President or Operations Manager will address the "graduation" class. This is a very effective tool for the motivation of quality achievement.

# Stage: Corporate Support

Diamond provides support to the Janitorial Contract Manager above the contract level. Based on management expertise and experience, Diamond provides the highest levels of quality support.

Included in this support is President/CEO, Vice Presidents, Area Managers, Quality Control Managers, Trainers, Director of Human Resources and Director of Corporate Communications who will step in when the Contract Manager needs assistance in any of the areas that these support personnel provide.







# Customer Complaint/Resolution

#### After-Hours Communication

Customer Complaints, emergency situations, trouble and urgent calls, after-hours requests and special events require a janitorial service to provide 24 hours /7 days a week response capability. Directly linked to Diamond's corporate Call Center, Diamond managers and supervisors carry cell phones or pagers to provide immediate response to customers' complaints, emergencies and requests for coverage, regardless of the nature of the requests.

#### **Prompt Response**

In addition to the Department of Beaches and Harbors-assigned managers and supervisors, Diamond Project Managemenet provide the mobile response and supervision to emergencies wherever and whenever needed. Project personnel can be dispatched immediately and promptly, with response times varying by supervisors' locations when dispatched from our Call Center.

# Clearly Defined Service Level Agreement with Department of Beaches and Harbors

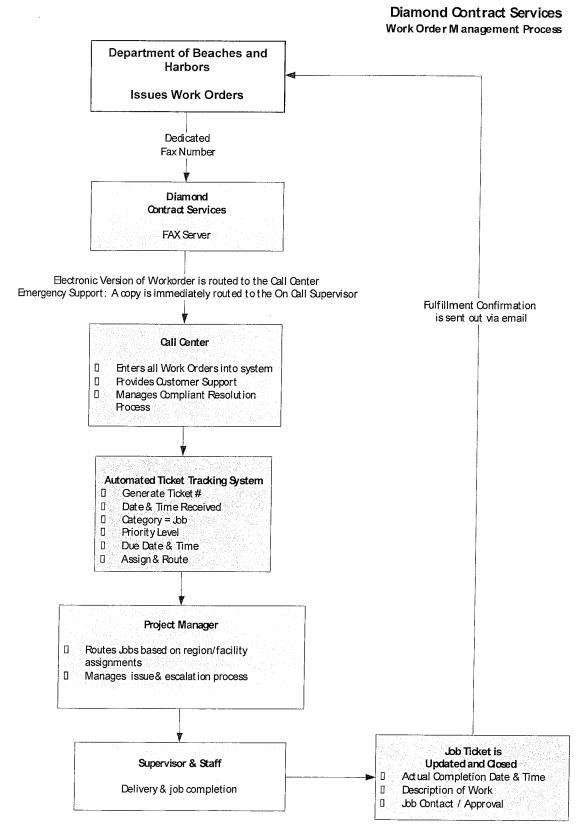
Industry best practices require developing and communicating a Service Level Agreement (SLA) with customers such as Department of Beaches and Harbors to ensure that both the Customer and the Diamond staff share a common set of expectations regarding expected response times and a process to handle any issues or complaints. Due to be completed by the beginning of 2010 is Diamond's plan to incorporate the work completion standards set by the County and customize the resolution process to fit Department of Beaches and Harbors's needs. Diamond's systems will be set to follow a standard resolution process, in which reports and workflows will ensure that resolutions are delivered quickly and efficiently.

#### Proactive Escalation Process

This new system will be driven by Microsoft's Customer Relationship Management (CRM) System residing on Diamond's server that will allow for a proactive approach to ensure timely job completions. A workflow will be created to review the due date and time of the order to determine if it is past due. An escalation process is then triggered to notify project management of the delinquency and request an update. This process is illustrated on the following page.









## PROPOSER'S EEO CERTIFICATION

Diamond Contract Services, Inc.

Company Name		
2249 N. Hollywood Way, Burbank, CA 91505 Address		
95-4409183		
Internal Revenue Service Employer Identification Number		
GENERAL		
In accordance with provisions of the County Code of the	by such firm, i equally by the nal origin, or	ts affiliates, firm without sex and in
CERTIFICATION	YES	NO
<ol> <li>Proposer has written policy statement prohibiting discrimination in all phases of employment.</li> </ol>	( <sub>X</sub> )	( )
<ol><li>Proposer periodically conducts a self-analysis or utilization analysis of its work force.</li></ol>	( × )	( )
<ol> <li>Proposer has a system for determining if its employment practices are discriminatory against protected groups.</li> </ol>	( <sub>X</sub> )	( )
4. When problem areas are identified in employment practice Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(×)	( )
Signature	10/14/09 Date	
Derek C. Smith, President/CEO  Name and Title of Signer (Please Print)		
The state of Signer (1 loads 1 link)		

# COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:	Diamond Contract Sei	rvices. Inc.		
Company Address:	2249 N. Hollywood W			
City:	Burbank	State: CA	Zip Code:	91505
Telephone Number:	818-565-3554			0.1000
Solicitation For	Services:	Janitorial Services		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- □ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; <u>and</u>, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; <u>and</u>, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.
  - "Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.
  - "Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.
- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

#### OR

#### Part II: Certification of Compliance

My business <u>has</u> and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company <u>will have</u> and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Signature: Date:	Title: President/CEO	Print Name:	President/CEO
10/14/09	Date: 10/14/09	Signature:	10/14/09

### CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

#### CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- 1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
- 2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
- 3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - b. Participated in any way in developing the contract or its service specifications; and
- 4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Derek C. Smith, Diamond Contract Services, Inc.	
Proposer Name	
President/CEO	
Proposer Official Title	
Official's Signature	

# ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

## Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a pro			proven rec	ord of hir	ing GAII	V/GROV	/ particip	ants.		
	_X	_YES	(subject to	verificat	ion by C	ounty)	N(	)		
B.	openings opening.	if the "Con	ing to cons GAIN/GRO sider" mea articipants.	DW partio	cipant m	eets the	minimu	m qualific	cations	for the
	X	_YES		NO						
C. Proposer is willing to provide employed GAIN/GROW participants access t employee-mentoring program, if available.						s to its				
	. X	_YES		NO		N/A (Pro	ogram no	ot availabl	e)	
Pro	poser Org	janizati	on: Diamond	Contract S	ervices, Inc	<b>&gt;</b> .				
Sig	nature:	M		)	· ·					
			Derek C.	Smith						
Title	e:		Presiden	t/CEO		······································	Date: _	10/14/09		
Tel.	#:		818-565-	3554		Fax #: _	818-565	-3556		-11-0

## **FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION**

The Proposer certifies that
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- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

, //	
-12	10/14/09
Signature:	Date:

# CERTIFICATION OF INDEPENDENT PRICE DETERMINATION AND ACKNOWLEDGEMENT OF RFP RESTRICTIONS

Α.	have been arrived at independer	oposer certifies that the prices quoted herein ntly without consultation, communication, o er or competitor for the purpose of restricting
B.	List all names and telephone numb Proposer.	er of person legally authorized to commit the
	NAME	PHONE NUMBER
	Derek C. Smith, President/CEO	(818) 565-3554
	NOTE: Persons signing on behalf o they are authorized to bind t	f the Contractor will be required to warrant that he Contractor.
C.		ners, subcontractors, or others having any right beeds thereof. If not applicable, state "NONE".
D.	development, preparation, or sele Proposer understands that if it is de	as not participated as a consultant in the ection process associated with this RFP. termined by the County that the Proposer did RFP process, the County shall reject this
	Diamond Contract Services, Inc	
	Name of Firm	
	Derek C. Smith	President/CEO
	Print Name of Signer	Title
	- Aff	40/44/00

Date

Signature

# Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

<u>INSTRUCTIONS:</u> All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I.	LOCAL SMALL BUSINES	S ENTERPRISE	PREFERENC	E PROGRAM:	•			
	FIRM NAME: Diamond Contract Services, Inc. COUNTY VENDOR NUMBER: 52871201							
	As a Loca	ll SBE, certif mpliance, I r	-	-	-			
11.	II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis a consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, a sexual orientation or disability.							
	Business Structure:	Sole Proprietorsh Other (Please S		rship 🛭 Corp	oration 🗖 No	n-Profit 🗆 F	ranchise	
	Total Number of Employe	es (including ov	vners): 1641					
	Race/Ethnic Composition	of Firm. Please	distribute the abo	ove total number	of individuals int	to the following	categories:	
	Race/Ethnic Composition		Partners/ Partners	Man	agers		Staff	
		Male	Female	Male	Female	Male	Female	
	Black/African American	1		11	6	161	173	
	Hispanic/Latino			15	9	558	659	
	Asian or Pacific Islander							
	American Indian							
	Filipino							
	White			8	3	13	24	
III.	PERCENTAGE OF OWNE	RSHIP IN FIRM	Please indicate	e by pe <b>rce</b> ntage (	(%) how <u>owners</u> l	hip of the firm is	s distributed.	
	Black/African Hispanic/ Asian or Pacific American Indian Filipino White							
	Men	%	%	%		%	% %	
	Women	%	%	%		%	% %	
iv.	CERTIFICATION AS MINO your firm is currently certified agency, complete the follow	ed as a minority,	women, disadv	antaged or disa	abled veteran d	owned busine	ss enterprise by a public	
	Agency Na	me	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date	
	City of LA, Dep Pu	blic Works (CU	CP) DBE/I				06/20/2012	
V.	DECLARATION: I DECLA THE ABOVE INFORM				R THE LAWS (	OF THE STAT	TE OF CALIFORNIA THAT	
	Print Authorized Name Derek C. Smith	Authorize	d Signature	Title	President/0		10/14/09	

	COMPANY NAME: This form is	not applicable						
	COMPANY ADDRESS:		<u> </u>					
	CITY:	STATE:	ZIP CODE:					
her	eby certify that I meet all the	requirements for this pr	ogram:					
Ì	My business is a non-profit 501(c)(3) and has been such			es Code - Secti				
	I have submitted my three most recent annual tax returns with my application;							
	I have been in operation to services to program participation		viding transitional job and	related supporti				
Î	I have submitted a profile of the program participants, no by the contracting department	umber of past program pai						
	eclare under penalty of per ein is true and correct.	jury under the laws of t	he State of California tha	t the informati				
	PRINT NAME:		TITLE:					
	SIGNATURE:		DATE:					

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

CONTRACTOR'S NAME: Diamond Contract Services, Inc. CONTRACTOR'S CONTRACT REPRESENTATIVE: Name: Derek C. Smith Title: President/CFO Address: 2249 North Hollywood Way Burbank, CA 91505 Telephone: 818-565-3554 Facsimile: 818-565-3556 E-Mail Address: dsmith@diamondcontract.com CONTRACTOR'S AUTHORIZED OFFICIAL(S) Name: Derek C. Smith Title: President/CEO Address: 2249 North Hollywood Way Burbank, CA 91505 Telephone: 818-565-3554 Facsimile: 818-565-3556 E-Mail Address: dsmith@diamondcontract.com Name: Russell Richey Vice President, Operations Title: Address: 2249 North Hollywood Way Burbank, CA 91505 818-565-3554 Telephone: 818-565-3556 Facsimile: E-Mail Address: rrichey@diamondcontract.com Notices to Contractor shall be sent to the following: Name: Derek C. Smith Title: President/CEO 2249 North Hollywood Way Address: Burbank, CA 91505 818-565-3554 Telephone: 818-565-3556 Facsimile: dsmith@diamondcontract.com

E-Mail Address:

#### **GREEN INITIATIVES**

Present a narrative of a proposed plan for complying with the green requirements as described in Section 11.0 of the SOW. Describe your company's current environmental polices and practices and those proposed to be implemented.

Diamond has been pro-active in establishing environmental-friendly and energy-efficient procedures that have	
become the major new thrust in the cleaning industry. Science and technology have allowed conscientious	
vendors, such as Diamond, to utilize cleaning solutions that contain less hazardous ingredients and implement	t
environmentally-friendly programs for clients such as County of Los Angeles. Cleaning "green" assists in	
reducing exposure to potentially harmful chemicals that can endanger the health and safety of visitors and staff	f,
and reduce the negative impact on the environment. Green cleaning also facilitates LEED Certification, which	
has become increasingly important in adhering to ISO and quality standards similar to those endorsed by Six	
Sigma whose certification is becoming an industry standard in the business world.	
In all Department of Beaches and Harbors buildings, the Diamond will use brands and types of chemicals that	
are certified as meeting the Green Seal Environmental Standard for Cleaning Service by the Green Seal	
Organization. With Department of Beaches and Harbors's approval, Diamond will use Green Solutions in	
accordance with these requirements.	
Please find the details of our Green Program attached to this section.	



## Green Program

Diamond has been pro-active in establishing environmental-friendly and energy-efficient procedures that have become the major new thrust in the cleaning industry. Science and technology have allowed conscientious vendors, such as Diamond, to utilize cleaning solutions that contain less hazardous ingredients and implement environmentally-friendly programs for clients such as County of Los Angeles. Cleaning "green" assists in reducing exposure to potentially harmful chemicals that can endanger the health and safety of visitors and staff, and reduce the negative impact on the environment. Green cleaning also facilitates LEED Certification, which has become increasingly important in adhering to ISO and quality standards similar to those endorsed by *Six Sigma* whose certification is becoming an industry standard in the business world.

#### **LEED Certification**

Diamond is currently working closely with our primary supplier and partner, Clean Source, to develop LEED accredited policies and procedures company-wide. Mr. Bob Friedman, our Clean Source representative, is a Certified LEED Professional, and has provided advice, consultation and training to Diamond staff as follows:

ITEM	STRATEGIES
Staff Education	Provide at least 24 hours of education each year for all appropriate staff that addresses building and building systems operation, maintenance and achieving sustainable building performance. Provide documentation of training.
Sustainable Cleaning Products and Materials	Utilize sustainable cleaning materials and products, disposable janitorial paper products and trash bags that adhere to Green Seal GS-37 standards or other appropriate regulatory standards. Provide documentation of products.
Green Cleaning: Entryway Systems	Develop cleaning strategies to maintain entryways, reducing the amount of dirt, dust, pollen, chemical, biological or other contaminants entering the building at all entryways. Provide documentation of methods and products.
Green Cleaning: Low Environmental Impact Cleaning	Utilize low-impact environmental cleaning products and develop a housekeeping policy that addresses sustainable cleaning and hard flooring coating systems products and utilization of concentrated or other appropriate cleaning products, tools and equipment. Provide documentation of methods and products.



Low Impact Cleaning Equipment	Use janitorial equipment that maximizes effective reduction of building contaminants with minimum environmental impact.  Provide documentation of methods and products.
LEED Accredited Professional	Encourage a staff member to take the LEED Accreditation or specialization exams, or hire or utilize a LEED Accredited Professional for the project.

### Green Program at Department of Beaches and Harbors

In all Department of Beaches and Harbors buildings, the Diamond will use brands and types of chemicals that are certified as meeting the Green Seal Environmental Standard for Cleaning Service by the Green Seal Organization. With Department of Beaches and Harbors's approval, Diamond will use the following Green Solutions in accordance with these requirements.

All Purpose Cleaner (Spartan Chemical) - An ecologically sound, environmentally conscious, all-purpose cleaner, formulated to quickly penetrate, emulsify and remove light to medium soils. The all-purpose cleaning formula has been built to respect the environmental issues of today, including those of water and waste treatment facilities. This product meets Green Seal's environmental standard for industrial and institutional cleaners based on its reduced human and aquatic toxicity and reduced smog production potential.

**Carpet Cleaner (Spartan Chemical)** - Environmentally preferable, extraction carpet cleaner. Cleans quickly, penetrates, emulsifies and removes soils without oily residue. Safe for all types of extraction equipment. Non-corrosive, non-flammable and biodegradable. Dye and fragrance free.



Floor Finish Remover (Spartan Chemical) - An effective floor finish and wax emulsifier. Specially formulated for use in conjunction with Green Solutions Floor Seal & Finish. Low odor makes it the ideal floor stripper to use in confined areas and where typical strong stripper odor presents a problem.







Floor Seal & Finish (Spartan Chemical) - An acrylic co-polymer based floor seal and finish. Formulated without heavy metals, glycol ether, or formaldehyde. Very low ammonia.



Glass Cleaner Environmentally (Spartan Chemical) - preferable, quickly removes dirt with minimal effort. Dye and fragrance free. This product meets Green Seal's environmental standard for industrial and institutional cleaners based on its reduced human and aquatic toxicity and reduced smog production potential.



**High Dilution Disinfectant (Spartan Chemical) -** Phosphate-free formulation designed to provide effective cleaning, deodorizing and disinfection.

Industrial Cleaner (Spartan Chemical) - A non-toxic, heavy-duty liquid cleaner. Formulated with a super surfactant cleaning system, the concentrate is engineered to quickly remove petroleum-based soils with efficiency. This product meets Green Seal's environmental standard for industrial and institutional cleaners based on its reduced human and aquatic toxicity and reduced smog production potential.



**Neutral Disinfectant Cleaner (Spartan Chemical)** - A neutral pH, quaternary disinfectant cleaner formulated to kill a broad spectrum of microorganisms and is a mildew stat on floors, walls and other hard, nonporous surfaces. EPA Reg. No. 1839-169-5741



**Restroom Cleaner (Spartan Chemical)** - A natural acid, toilet, urinal, and shower room cleaner. Containing 8% citric acid...the same organic acid found in lemons and limes, provides efficient cleaning action that quickly removes soap scum, water spots and light rust from toilet bowls, urinals and shower room walls and floors.





#### LW-1

#### **COUNTY OF LOS ANGELES**

# LIVING WAGE PROGRAM AND CONTRACTOR NON-RESPONSIBILITY DEBARMENT

## ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent (Agent) of the business entity or organization ("Firm") identified below and makes the following statements on behalf of his or her Firm. The Agent is required to check each of the applicable boxes below

below.		
LIVING	WAGE ORDINANCE:	
$\boxtimes$	The Agent has read the County's Living Wage Ordinance (Lo and understands that the Firm is subject to its terms.	os Angeles County Code Section 2.201.010 through 2.201.100),
CONTR	ACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBA	RMENT ORDINANCE:
$\overline{\times}$	The Agent has read the County's Determinations of Contra (Los Angeles County Code Section 2.202.010 through 2.202.	actor Non-Responsibility and Contractor Debarment Ordinance 060), and understands that the Firm is subject to its terms.
LABOR	LAW/PAYROLL VIOLATIONS:	
hours o	r Law/Payroll Violation" includes violations of any federal, stat r working conditions such as minimum wage, prevailing wag or unlawful employment discrimination.	e or local statute, regulation, or ordinance pertaining to wages, ge, living wage, the Fair Labor Standards Act, employment of
His	story of Alleged Labor Law/Payroll Violations (Check One):	
	The Firm HAS NOT been named in a complaint, clain Law/Payroll Violation which involves an incident occurring	m, investigation or proceeding relating to an alleged Labor within three (3) years of the date of the proposal; OR
Ø	The Firm <b>HAS</b> been named in a complaint, claim, invest Violation which involves an incident occurring within three form the required Labor/Payroll/Debarment History form wi	igation or proceeding relating to an alleged Labor Law/Payroll (3) years of the date of this proposal. (I have attached to this th the pertinent information for each allegation.)
His	ctory of Determinations of Labor Law /Payroll Violations (C	heck One):
ď	There <b>HAS BEEN NO</b> determination by a public entity w committed a Labor Law/Payroll Violation; <b>OR</b>	vithin three (3) years of the date of the proposal that the Firm
	committed a Labor Law/Payroll Violation. I have attached with the pertinent information for each violation (including claimant, date of incident, date claim opened, and nature	thin three (3) years of the date of the proposal that the Firm to this form the required Labor/Payroll/Debarment History form each reporting entity name, case number, name and address of and disposition of each violation or finding.) (The County may ranging from 1% to 20% of the total evaluation points available tions.)
HISTOF	RY OF DEBARMENT (Check one):	
	The Firm HAS NOT been debarred by any public entity during	g the past ten (10) years; OR
	The Firm <b>HAS</b> been debarred by a public entity within the p each reporting entity name, case number, name and address and disposition of each violation or finding) on the attached L	ast ten (10) years. Provide the pertinent information (including ss of claimant, date of incident, date claim opened, and nature abor/Payroll/Debarment History form.
l declar	e under penalty of perjury under the laws of the State of Ca	alifornia that the above is true, complete and correct.
Owner's	s/Agent's Authorized Signature	Print Name and Title
	- All All All All All All All All All Al	Derek C. Smith, President/CEO
Print Na	ame of firm	Date
Dia	mond Contract Services, Inc.	10/14//09



PLEASE PRINT NAME: Derek C. Smith

# COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE

#### LIVING WAGE DECLARATION

LW-3

The contract to be awarded pursuant to this Request for Proposal (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program. If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to the County awarding department. If you are not exempt from the Program, please check the option that best describes your intention to comply with the Program. I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage rate of not less than \$11.84 per hour per employee. I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan less than \$2.20 per hour per employee. I will pay an hourly wage of not less than \$11.84 per hour per employee. I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan at least \$2.20 per hour per employee. I will pay an hourly wage of not less than \$9.64 per hour per employee. Health Plan(s): \_\_\_\_\_\_ CEBA Company Insurance Group Number: 6821372 Health Benefit(s) Payment Schedule: □ Quarterly □ Bi-Annual ☐ Monthly □ Annually □ Other: (Specify) PLEASE PRINT COMPANY NAME: Diamond Contract Services, Inc. I declare under penalty of penury under the laws of the State of California that the above is true and correct: SIGNATURE: DATE:

09/10/09

TITLE OR POSITION: President/CEO

#### MODEL CONTRACTOR STAFFING PLAN

DATE:

10/14/2009

COMPANY NAME: COMPANY ADDRESS: Diamond Contract Services, Inc. 2249 N. Hollwood Way, Burbank, CA 91505 Department of Beaches & Harbors

PROJECT:

				}	HOURS		1		HEALTH								COUNTY	NON-CNTY		T
	EMPLOYEE	POSITION		WORK	WORKED	FULL TIME/	HOU	RLY	INS.	MON	TUE	WED	THU	FRI	SAT	SUN	TOTAL	TOTAL	HIRE	TERMINATION
FACILITY OR LOCATION	NAME	TITLE	ROVER(S)	SCHEDULE	PER DAY	PART TIME	RA	TE	YES/NO	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	DATE	
D8H Administration	TBD	Janitorial Worker	None	MON-FRI	3	FULL TIME	\$	11.84	Incl.	3.00	2.00	2.00	2.00	2.00			11,00	29.0	TBD	+
Chase Park Community Ctr	TBD	Janitorial Worker	None	7 Day	2.5	FULL TIME	\$	11.84	Incl.	2.50	1.00	1.00	1.00	1.00	1.00	1.00	8.50		TBD	1
Chase Park Boathouse/RRs	TBD	Janitorial Worker	None	7 Day	8	FULL TIME	\$	11.84	Incl.	8.00	8.00	8.00	8.00	8,00			40.00		TBD	<del>                                     </del>
Chase Park Community Ctr	TBD	Janitorial Worker	None	7 Day	4	FULL TIME	\$	11.84	Incl.			4.00	4.00	4.00	4.00	4.00	20.00		TBD	
Chase Park Boathouse/RRs	TBD	Janitorial Worker	None	7 Day	8	FULL TIME	\$	11.84	Incl.	3.25	3.25				8.00	8.00	22.50		TBD	
Parcel 77	TBD	Janitorial Worker	None	7 Day	1	FULL TIME	\$	11.84	Incl.	1.00	1.00	1.00	1.00	1.00		1.00	7.00		TBD	
Marina Information Center	TBD	Janitorial Worker	None	7 Day	1	FULL TIME	\$	11.84	Incl.	1.00	1.00	1.00	1.00	1.00	1.00	2.00	8.00	~	TBD	
DBH Warehouse	TBD	Janilorial Worker	None	THUR	1.5	FULL TIME	\$	11.84	Incl.				1.50				1,50		TBD	
Trailer Complex	TBD	Janitorial Worker	None	MON-THUR	2	FULL TIME	\$	11.84	Incl.	2.00	1.50	1.50	1,50				6.50		TBD	
Boathouse	TBD	Janitorial Worker	None	7 Day	2.5	FULL TIME	\$	11.84	Incl.	1.50	1.50	1.50	1,50	1.50	2.50	2.00	12.00		TBD	1
Santa Monica Yachl Parcel 47	TBD	Janitorial Worker	None	7 Day	4	FULL TIME	\$	11.84	Incl.	3.50	3.50	3.50	3.50	3.50	4.00	4.00	25.50		TBD	
Financial Services DBH Office	TBD	Janitorial Worker	None	MON-THUR	1	FULL TIME	\$	11.84	Incl.	1.00	1.00	1.00	1,00				4.00		TBD	
Dockweiler Youth Center	TBD	Janitorial Worker	None	7 Day	3	FULL TIME	\$	11.84	Incl.	2.00	2.00	2.00		2.00	3.00	3,00	16.00		TBD	-
Parcel 44 Structure A The Cove	TBD	Janitorial Worker	None	MON-FRI	3	FULL TIME	\$	11.84	Incl.	3,00	3.00	1.50		3.00	-		13,50		TBD	1
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## 6. Proposer's Approach to Labor-Payroll Record Keeping and Regulatory Compliance

- 1. Discuss how employee hours actually worked are tracked. The detailed explanation should include:
  - a. Where do Contractor's employees report to work at the beginning of their shift (i.e., At the work location or a central site with travel to the worksite)? If the latter is the firm's practice/process, when does the firm consider the employees' shift to have started (i.e., At a central site or upon arrival at the work location)? Answer: All Diamond employees report to their work location at the beginning of their shift. Their shift is considered to start at the specific work time that they are scheduled. For example, if their shift is from 5:00pm to 1:30am, their start time is at 5:00pm. Our employees do not meet at a central site. Therefore, this question is not applicable "N/A".
  - b. How does the firm know employees actually reported to work and at what time? For example, sign-in sheets, computerized check-in, call-in system, or some other method. Answer: Diamond utilizes a sign-in sheet to record the exact time an employee begins his/her shift. At our larger locations, Diamond has site supervisors that ensure all employees sign-in at the beginning of their shift. They make sure that all time recorded is accurate. At smaller locations, each employee is responsible for recording his/her start time. At least weekly, Diamond's Area Managers conduct site inspections at the smaller locations which include verifying sign-in sheets and ensuring that all employees work their complete shift. This is done by Area Managers, beginning or finishing the shift with employees at these smaller locations, ensuring each is location is verified at least weekly.
  - c. What records are created to document the beginning and ending times of employee's actual work shifts? What records are maintained by the firm of actual time worked? Are the records maintained daily or at another interval (indicate the interval)? Who creates these records (i.e., employee, a supervisor, or office staff)? Who checks the records and what are they checking for? What happens to these records? Are they used as a source document to create the Contractor's payroll? Provide a copy of these records. Answer: The sign-in sheet, verified by Diamond management, is created to document the beginning and ending times of each actual work shift. The daily sign-in sheet records the actual time worked. These records are maintained on a daily basis. The sign-in sheet is endorsed by the employee. At the larger locations, the site supervisors ensure that the time recorded is accurate. At the smaller locations, Diamond's Area Manager verifies the employee's sign-in sheet. The Site Supervisors and Area Managers check the sign-in sheet daily to ensure that all employees have signed-in and the time recorded is accurate. The sign-in sheets are, in turn, compiled and submitted to Diamond's corporate office with the bi-weekly payroll





## timesheet. The sign-in sheets are used as the source document for our bi-weekly payroll timesheet.

- d. If the records created in response to Sub-paragraph "c" above are not used to create the payroll, what. is the source document that is used? Who prepares and who checks the source document? Does the employee sign it? Who approves the source document and what do they .compare it with prior to approving the source document? Answer: Diamond does use the sign-in sheets as its source document to create payroll. Therefore, this question is not applicable "N/A".
- e. How does the Contractor know that employees take mandated breaks and meal breaks (periods)? Does the Contractor maintain any written supporting documentation to validate that the breaks actually occurred? If so, who prepares, reviews, and approves such documentation? Answer: Diamond management ensures that all mandated meal breaks are taken as scheduled. The meal (lunch) breaks are recorded on the sign-in sheets. The mandated 10-minute break is not recorded in writing, however, Diamond has provided each employee written documentation that explains that each employee is required to take two (2) 10-minute breaks during their full-time shift as follows: One 10-minute break taken two hours into their work shift, and another 10-minute break taken two hours after their meal (lunch) break. This written memo is provided to the employee in their employee handbook. In addition, Diamond distributes this policy as a memo semiannually to all employees to ensure compliance. Diamond does require written documentation for the meal (lunch) breaks. These are recorded on the employee sign-in sheets. The employees sign-in and sign-out for their meal breaks, the Site Supervisor and/or Area Manager reviews and approves the documentation.
- 2. Discuss how the Contractors payroll is prepared and how the Contractor ensures that employee wages are appropriately paid. The detailed explanation should include:
  - a. How are employees paid (i.e., manually issued check, cash, automated check, or combination of methods)? If by check, do they receive a single check for straight time and overtime or are separate payments made? What information is provided on the check (i.e., deductions for taxes, etc.)? Provide a copy of a check and check stub (cover up or block out bank account information) that shows deduction categories. Answer: Diamond employees are paid by computer-generated checks. Each employee receives one check that includes all hours worked - straight-time, overtime and double-time. Diamond does generate separate computerized checks for employees when they take their vacation. This vacation check includes only those hours paid for as determined by their vacation pay, and does not include payment for any hours worked. The information on their regular (non vacation) paycheck includes the number of straighttime hours, overtime hours and double-time hours. It includes the rate of pay for each hour type and the earning for each hours type multiplied by the hourly rate for that hour type. The





deductions on each check include federal tax deductions for income tax and social security, California state income tax and State Disability Tax (if applicable) and any other deductions, such as child support, garnishment, etc... if applicable.

- b. If the Contractor uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Contractors standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid? Answer:

  Diamond's payroll is automated. Therefore, this question is not applicable "N/A".
- c. If the Contractor uses an automated payroll system or Contracts for such automated payroll services to a Subcontractor, describe the steps taken to prepare the payroll. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the Contractors standard rate for other non-County work), how does the automated payroll system calculate total wages paid? Is it embedded in the software program or does someone have to override the system to perform the calculation? Answer: Diamond's site supervisors and/or Area Managers prepare biweekly timesheets using the sign-in sheets as the source document. The biweekly timesheet is turned into our payroll department along with the sign-in sheet. The payroll manager reviews the timesheets for accuracy and completeness. The payroll manager calculates any overtime and/or double-time, if applicable, and processes the payroll through the computerized system. If an employee has multiple wage rates, our computerized system pays employees according to hours worked at each specific pay rate. Hence, on each paycheck stub the hours are sorted by pay rate. For example, if an employee worked 60 hours at a County location and 20 hours at a non-County location over a two-week period, the paycheck stub would show 60 hours at the County pay rate and 20 hours at the non-county pay rate. All calculations are maintained and performed automatically within the computerized program and do not have to be overridden, as a rule. However, the software does allow Diamond management to manually override, if necessary.
- d. How is travel time during an employee's shift paid? At what rate is such travel time paid if the employee has multiple wage rates? Discuss how the Contractor calculates the day's wages for each situation described in the following two examples: (1) during a single shift, an employee works three (3) hours at a work location under a County Living Wage contract, then travels an one (1) hour to another work location to work four (4) hours, where they are paid at a different rate than the County's Living Wage rate and .(2) during a single shift, an employee works three (3) hours at a work location under a County Living Wage contract, then travels an one (1) hour to another work location to work four (4) hours, where they are also paid the County's Living Wage rate. **Answer:**Diamond pays travel time at the rate of pay from the previous job's rate from where the employee departed. In your example,





Diamond would pay the first 3 hours at the County rate, as well as the 1 hour of travel time. The remaining 4 hours would be paid at the non-County rate of pay. If, during a single shift, an employee works 3 hours at a work location under the County Living Wage and travels one hour to work 4 hours where they are also paid the Living Wage, the employee would be paid 8 hours at the Living Wage rate.

e. How does the Contractor calculate overtime wages? What if the employee has multiple wage rates? Answer: Diamond calculates overtime wages based on hourly amounts of over 8 hours worked in a 24hour period, or over 40 hours in a 7-day week. Double-time is calculated based on hourly amounts of over 12 hours worked in a 24-hour period. Diamond's 7-day payroll week is considered Sunday through Saturday. Any overtime calculation is based on when an employee exceeds 40 hours in a 7-day week. For example, if an employee worked 8 hours each day from Monday through Saturday, the 8 hours on Saturday would be considered overtime hours. If an employee has multiple wage rates, the employee is paid overtime on the hours and at the pay rate that generated the overtime status. For example, if the employee worked at a County facility after he/she had already compiled 40 hours of work in that week, he/she would be paid overtime at the County pay rate. If he/she worked at a non-County facility after he/she had already compiled 40 hours in a 7-day week, he/she would be paid overtime at the non-County pay rate. The same calculation applies to hours worked in excess of 8 hours in a 24hour period.



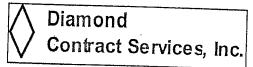
## DIAMOND CONTRACT SERVICES INC. EMPLOYEE SIGN-IN SHEET

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DIAMOND CONTRACT SERVICES INC.

FALSIFICATION OF SIGN IN SHEET  $\underline{\mathit{WILL}}$  RESULT IN DISCIPLINARY ACTION

## PAYROLL TIME SHEET



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Diamond
Contract Services , Inc.

(818) 565-3554
2819 Burton Avenue
Burbank, CA 91504

Pay sixty-nine and 07 / 100

To The
Order
Of

Check Void After 180 Days

014069

Amount

\$69.07